



CITY COUNCIL AGENDA
Monday, November 20, 2017

6:30 p.m. **Closed session as provided by Section 2.2-3712 of the Virginia Code**
Second Floor Conference Room (Discussion of the conveyance of City right-of-way adjacent to a business at the west end of the Downtown Mall)

7:00 p.m. **Regular Meeting - CALL TO ORDER**
Council Chambers

PLEDGE OF ALLEGIANCE
ROLL CALL

AWARDS/RECOGNITIONS & ANNOUNCEMENTS Helen Cauthen – GO Program; Small Business Saturday

CITY MANAGER RESPONSE TO MATTERS BY THE PUBLIC

MATTERS BY THE PUBLIC Public comment is provided for up to 15 speakers at the beginning of the meeting (limit 3 minutes per speaker.) Pre-registration is available for up to 10 spaces, and pre-registered speakers are announced by noon the day of the meeting. The number of speakers is unlimited at the end of the meeting.

- 1. CONSENT AGENDA*** (Items removed from consent agenda will be considered at the end of the regular agenda.)
- a. Minutes for November 6, 2017
 - b. APPROPRIATION: Local Contributions for Crisis Intervention Team – \$105,910 (2nd of 2 readings)
 - c. APPROPRIATION: Runaway Emergency Shelter Program Grant – \$209,444 (2nd of 2nd reading)
 - d. APPROPRIATION: Additional Funding for Employment not Welfare (VIEW) Program – \$22,881 (1st of 2 readings)
 - e. APPROPRIATION: Check and Connect Student Engagement Continuation Grant – \$110,250 (1st of 2 readings)
 - f. APPROPRIATION: Charlottesville City Schools' Check and Connect Student Engagement Grant – \$50,000 (1st of 2 readings)
 - g. RESOLUTION: MCI 5th Street Land Acquisition (1st of 1 reading)
 - h. RESOLUTION: Discontinue Drought Warning Stage Restrictions (1st of 1 reading)
 - i. ORDINANCE: Water Street Parking Garage Parking Spaces Lease (2nd of 2 readings)
 - j. ORDINANCE: Proposed Changes to Dog License (2nd of 2 readings)
- 2. PUBLIC HEARING/ORDINANCE*:** Abandon Portion of Gas Easement in Dunlora Park Subdivision (1st of 2 readings) – **15 mins**
- 3. PUBLIC HEARING/ORDINANCE*:** Vacate Sewer Easement at 600 Brandon Ave (UVA) (1st of 2 readings) – **15 mins**
- 4. PUBLIC HEARING/ORDINANCE*:** Land Bank Corporation Plan (1st of 2 readings) – **30 mins**
- 5. RESOLUTION*:** Implementation Plan for the Charlottesville Landlord Risk Reduction Fund – \$75,000 (1st of 1 reading) – **30 mins**
- 6. REPORT*:** Legislative Package Review – **30 mins**
RESOLUTION: Regional Legislative Package (1st of 1 reading)
RESOLUTION: Local Legislative Package (1st of 1 reading)
- 7. REPORT*:** Civilian Review Board Recommendation – **30 mins**
- 8. ORDINANCE*:** Park Street Planned Unit Development Rezoning Request (2nd of 2 readings) – **30 mins**
- 9. REPORT*:** Incarceration Diversion Opportunities for Low Risk Offenders – **20 mins**

OTHER BUSINESS
MATTERS BY THE PUBLIC

*ACTION NEEDED

GUIDELINES FOR PUBLIC COMMENT

**We welcome public comment;
it is an important part of our meeting.**

**Time is reserved near the beginning and at the end of each regular
City Council meeting for Matters by the Public.**

Please follow these guidelines for public comment:

- If you are here to speak for a **Public Hearing**, please wait to speak on the matter until the report for that item has been presented and the Public Hearing has been opened.
- Each speaker has **3 minutes** to speak. Please give your name and address before beginning your remarks.
- Please **do not interrupt speakers**, whether or not you agree with them.
- Please **refrain from using obscenities**.
- If you cannot follow these guidelines, you will be escorted from City Council Chambers and not permitted to reenter.

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 6, 2017
Action Required:	Appropriation of ongoing funding for Crisis Intervention Team
Presenter:	Thomas McKean, Police Department
Staff Contacts:	Thomas McKean, Police Department Thomas Von Hemert, Jefferson Area C.I.T. Coordinator
Title:	Local Contributions for Crisis Intervention Team - \$105,910

Background:

The Thomas Jefferson Area Crisis Intervention Team (C.I.T) Program provides regular training courses for Law Enforcement and other agencies, both local and from throughout the state. These week long training sessions for Police Officers, along with other training sessions for security guards, dispatchers, and others are provided regularly over the course of each year led by C.I.T. Coordinator, Thomas von Hemert. This training serves to keep Agencies equipped with C.I.T. trained officers in order to better service those in mental crisis. Funding for this training is provided from multiple agencies on a previously agreed upon cost. The City of Charlottesville Police Department receives funding to support the C.I.T. Program in the amount of \$105,910. The funding is from several sources that include localities and agencies within the Thomas Jefferson Area C.I.T. region.

Discussion:

Region 10 will provide pass through funds from The Department of Behavioral Health and Disability Services (DBHDS) in the amount of \$53,700, and participating surrounding localities will provide \$34,710. Additional funding will be provided for ongoing training, consultation, and assistance to C.I.T. programs in the following manner per fiscal year:

Albemarle County Police Department	\$2,500
City of Charlottesville Police Department	\$2,500
University of Virginia Police Department	\$2,500
Albemarle/Charlottesville Regional Jail	\$2,500
Region Ten	\$2,500
Central Virginia Regional Jail	\$2,500
CAC Foundation	\$2,500
Total contributions	\$17,500

Further additional income may be received from outside jurisdiction agencies who attend training in the Thomas Jefferson Training Area. These are reimbursed through The Department of Criminal Justice Services, at \$500 per person and received on a case by case basis as the training occurs.

Alignment with Council Vision Areas and Strategic Plan:

Appropriation of this item aligns with Council's visions by providing funding to aid the Thomas Jefferson Crisis Intervention Team Program and the Charlottesville Police Department in delivering optimal C.I.T. services to our City as a Smart, Citizen-Focused Government. It supports our Mission of providing services that promote exceptional quality of life for all in our community by providing important quality services to those in need of mental health assistance and safety.

This appropriation also supports Goal 2 of the Strategic Plan: A Healthy and Safe City. The C.I.T. program provides education and training to members of the community who have frequent interaction with those in need of mental health assistance. These people include but are not limited to, police officers, dispatchers, corrections officers, and fire department personnel. C.I.T. encourages safer and more effective interaction between care providers and those in need, making those interactions and the community more equitable and safer for all. The Jefferson Area CIT program also embraces Objective 5.4 Foster Effective Community Engagement by involving all aspects of the mental health processes and making them more efficient and safer. C.I.T. facilitates and fosters relationships between Region 10, mental health providers, law enforcement, local hospitals, jails, and many others to ensure that those in need of mental health services can obtain them as safely and efficiently as possible.

Community Engagement:

N/A

Budgetary Impact:

There is no impact to the General Fund. The funds will be expensed and reimbursed to a Grants Fund.

Recommendation:

Staff recommends approval and appropriation of funds.

Alternatives:

The alternative is to not approve this project to the detriment of increasing much needed mental health programs.

Attachments:

Appropriation

APPROPRIATION

\$105,910

Local Agency Contributions for Crisis Intervention Team

WHEREAS, the City of Charlottesville, through the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department, receives from local agencies \$105,910 per fiscal year;

WHEREAS, the City of Charlottesville, through the Thomas Jefferson Crisis Intervention Team and the Charlottesville Police Department, receives from other local agencies, funding to support Crisis Intervention Team programs;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the lump sum of \$105,910, received from local Agencies is hereby appropriated in the following manner:

Revenues: \$105,910

\$88,410	Fund: 209	Cost Center: 3101003000	G/L Account: 432080
\$17,500	Fund: 209	Cost Center: 3101003000	G/L Account: 434410

Expenditures: \$105,910

\$79,825	Fund: 209	Cost Center: 3101003000	G/L Account: 519999
\$26,085	Fund: 209	Cost Center: 3101003000	G/L Account: 599999

BE IT FURTHER RESOLVED, by the Council of the City of Charlottesville, Virginia, that this appropriation is conditioned upon the receipt of funding by the participating agencies listed above.

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 6, 2017
Action Requested:	Appropriation
Presenter:	Rory Carpenter, Juvenile Justice Coordinator
Staff Contacts:	Rory Carpenter, Juvenile Justice Coordinator Kaki Dimock, Director of Human Services
Title:	Runaway Emergency Shelter Program Grant - \$209,444

Background:

The Human Services Department, in partnership with ReadyKids, applied for and received a grant from the Department of Health and Human Services Administration for Children and Families in the amount of \$200,000 in federal funds and \$22,222 in local matching funds. The local match will be met with a transfer of \$9,444 from the Human Services Department for a total appropriation of \$209,444. An in-kind match of \$12,778 from ReadyKids, to provide Runaway Emergency Shelter Program (R.E.S.P.) services will be applied to the grant as well. This is the seventh grant year of the partnership.

Discussion:

The funds support services that provide emergency shelter, counseling and after care services for youth in crisis for the purpose of keeping them safe and off the streets, with a goal of reunification with family. Funded services will include: emergency shelter available 24 hours per day, 7 days a week; individual and family counseling to help resolve conflict and develop new communication skills to facilitate reunification with the family; and additional support services that help youth build meaningful connections with their community and encourage positive youth development.

Alignment with City Council's Vision and Strategic Plan:

The Runaway Emergency Shelter Program grant aligns with the goals and objectives of the City of Charlottesville's Strategic Plan - Goal 2: A Healthy and Safe City Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

The Human Service Department's programs, including the Runaway Emergency Shelter Program, provide residential and community based services that prevent delinquency and promote the healthy development of youth.

Community Engagement:

In order to increase prevention services, R.E.S.P. staff conduct extensive outreach efforts, particularly in area schools reaching out to youth through a variety of activities including presentations to health classes and tablings during lunch.

Budgetary Impact:

There is no impact to the General Fund. There is a local match that the Human Service's Department and ReadyKids will provide (cash match of \$9,444 – Human Services Fund and in-kind match \$12,778 – ReadyKids). This grant will be appropriated into a grants fund.

Recommendation:

Staff recommends approval and appropriation of funds.

Alternatives:

If the funds are not appropriated, the grant would not be received and the Runaway Emergency Shelter Program services would not be provided.

Attachments:

N/A

APPROPRIATION
Runaway Emergency Shelter Program
\$209,444

WHEREAS, the City of Charlottesville has been awarded \$200,000 from the Department of Health and Human Services Administration for Children and Families with cash match of \$9,444 provided by the Human Services Fund and in-kind match of \$12,778 provided by ReadyKids;

WHEREAS, the funds will be used to operate the Runaway Emergency Shelter Program through a partnership between the Human Services Department and ReadyKids. The grant award covers the period from September 30, 2017 through September 29, 2018;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$209,444 is hereby appropriated in the following manner:

Revenue – \$209,444

\$200,000	Fund: 211	Internal Order: 1900293	G/L Account: 431110
\$ 9,444	Fund: 211	Internal Order: 1900293	G/L Account: 498010

Expenditures - \$209,444

\$ 69,948	Fund: 211	Internal Order: 1900293	G/L Account: 519999
\$115,000	Fund: 211	Internal Order: 1900293	G/L Account: 530010
\$ 24,496	Fund: 211	Internal Order: 1900293	G/L Account: 599999

Transfer - \$9,444

\$ 9,444	Fund: 213	Cost Center: 3413003000	G/L Account: 561211
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$200,000 from the Department of Health and Human Services Administration for Children and Families.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Approve Appropriation
Presenter:	Diane Kuknyo, Director, Department of Social Services
Staff Contacts:	Kelly Logan, VIEW Supervisor, Department of Social Services Laura Morris, Chief of Administration, Department of Social Services
Title:	Additional Funding for VIEW Program -- \$22,881

Background:

The Charlottesville Department of Social Services has received \$22,881 in additional funding from the Virginia Department of Social Services for the Virginia Initiative for Employment not Welfare (VIEW) program.

Discussion:

This funding will serve residents of the City of Charlottesville who receive Temporary Assistance for Needy Families (TANF) and are enrolled in Virginia Initiative for Employment not Welfare (VIEW) through the Department of Social Services. The VIEW program serves parents in households with children up to the age of 18. All participants in the VIEW program are considered low-income with annual incomes below 100% of the federal poverty level for single parent households and below 150% of the federal poverty level for two parent households.

The VIEW program provides a variety of supportive services such as job skills training, child care assistance, and transportation to assist participants with becoming self-sufficient through employment.

Alignment with Council Vision Areas and Strategic Plan:

Approval of this agenda item aligns with the City's mission to provide services that promote equity and an excellent quality of life in our community. It is consistent with **Strategic Plan Goal 1: An Inclusive Community of self-sufficient residents, Objective 1.2, Prepare residents for the workforce and 1.4, Enhance financial health of residents.**

Community Engagement:

Department staff work directly with citizens to provide social services, protect vulnerable children and adults, and promote self sufficiency.

Budgetary Impact:

Funds have been received and will be appropriated into the Social Services Fund. There are no general funds required or being requested.

Recommendation:

Staff recommends approval and appropriation of these funds.

Alternatives:

Funds that are not appropriated will need to be returned to the Virginia Department of Social Services.

Attachments:

Appropriation

APPROPRIATION
Additional Funding for Department of Social Services VIEW Program
\$22,881

WHEREAS, the Charlottesville Department of Social Services has received an additional \$22,881 in the Fiscal Year 2018 budget from the Virginia Department of Social Services to be used for clients enrolled in the Virginia Initiative for Employment not Welfare (VIEW) program,

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$22,881 is hereby appropriated in the following manner:

Revenue – \$22,881

Fund: 212	Cost Center: 9900000000	G/L Account: 451022	\$22,881
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Expenditures - \$22,881

Fund: 212	Cost Center: 3333002000	G/L Account: 540060	\$22,881
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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Appropriation
Presenter:	Rory Carpenter, Community Attention
Staff Contacts:	Rory Carpenter, Community Attention Kaki Dimock, Director of Human Services
Title:	Check and Connect Student Engagement Continuation Grant - \$110,250

Background:

Check and Connect is an evidence-based truancy prevention program funded by a Byrne/Juvenile Assistance Grant from the Virginia Department of Criminal Justice Services (DCJS) and administered by the Human Services Department. The grant provides a comprehensive student engagement intervention for truant youth or youth at risk of truancy who live in the City of Promise footprint and attend Burnley-Moran Elementary and Walker Upper Elementary. The grant period is from October 1, 2017 through June 30, 2018. The total grant is \$55,125 in federal pass through funds, and a required local match of \$55,125 to be provided by the Charlottesville Department Human Services.

Discussion:

Truancy is a precursor to delinquent behavior that should be addressed in its early stages to avoid further penetration into the juvenile justice system. Locally, the connection between truancy and delinquency has been documented by the *Juvenile Offender Report* a research report issued by the Charlottesville Department of Human Services that deals with the risk and needs of 985 local juvenile offenders who were placed on probation between 1997 – 2000, 2004 – 2006, and 2011-2012. The average rate of truancy for the juvenile offenders in the study group was 48% per year over a nine year period.

Alignment with Council Vision Areas and Strategic Plan:

The Check and Connect grant aligns with the City of Charlottesville's Strategic Plan – Goal 2: A Healthy and Safe City Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

The Human Service Department's programs provide residential and community based services that prevent delinquency and promote the healthy development of youth. The Check and Connect Program provides comprehensive support services for elementary and upper elementary children experiencing school attendance problems to prevent early school withdrawal and ultimately delinquent behavior by promoting students' engagement with school and learning. Expected outcomes include increased attendance and decreased delinquent behavior during and after program participation.

Community Engagement:

The community is engaged through the City of Promise by serving students and families in the Charlottesville school system through the Check and Connect Program and by collaborating with the many different agencies that interface with the program.

Budgetary Impact:

This has no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund. The terms of the award require a local match of \$55,125 which will be provided by the Charlottesville Department Human Services.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated, City of Promise would not be able to provide this service to local youth.

Attachments:

Appropriation

APPROPRIATION
Check and Connect Student Engagement Grant
\$110,250

WHEREAS, the City of Charlottesville has been awarded \$55,125 in Federal Funds from the Virginia Department of Juvenile Justice, and \$55,125 in Matching Funds for a total award of \$110,250 for the Check and Connect Student Engagement Program; and

WHEREAS, the grant award covers the period from October 1, 2017 through June 30, 2018.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$110,250 is hereby appropriated in the following manner:

Revenue – \$110,250

\$ 55,125	Fund: 209	Cost Center: 3413008000	G/L Account: 430120
\$ 55,125	Fund: 209	Cost Center: 3413008000	G/L Account: 498010

Expenditures - \$110,250

\$101,916	Fund: 209	Cost Center: 3413008000	G/L Account: 519999
\$ 8,334	Fund: 209	Cost Center: 3413008000	G/L Account: 599999

Transfer - \$55,125

\$ 55,125	Fund: 213	Cost Center: 3413009000	G/L: 561209 Transfers
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BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$55,125 from VA Department of Criminal Justice Services.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Appropriation
Presenter:	Rory Carpenter, Human Services Department
Staff Contacts:	Rory Carpenter, Human Services Department Kaki Dimock, Director of Human Services
Title:	Charlottesville City Schools' Check and Connect Student Engagement Grant - \$50,000

Background:

Check and Connect is an evidence-based truancy prevention program funded by a Byrne/Juvenile Assistance Grant from the Virginia Department of Criminal Justice Services (DCJS) and administered by the Human Services Department. The grant provides a comprehensive student engagement intervention for truant youth or youth at risk of truancy in the 8th – 10th grades in the Charlottesville City School system. The grant period is from October 1, 2017 through September 30, 2018. The total grant is \$45,000 in federal pass through funds, and a required local match of \$7,500 to be provided by the Charlottesville City Schools.

Discussion:

Truancy is a precursor to delinquent behavior that should be addressed in its early stages to avoid further penetration into the juvenile justice system. Locally, the connection between truancy and delinquency has been documented by the *Juvenile Offender Report*, a research report developed by the Charlottesville/Albemarle Commission on Children and Families that deals with the risk and needs of 985 local juvenile offenders who were placed on probation between 1997 – 2000, 2004 – 2006, and 2011-2012. The average rate of truancy for the juvenile offenders in the study group was 48% per year over a nine year period.

Alignment with Council Vision Areas and Strategic Plan:

The Check and Connect grant aligns with the City of Charlottesville's Strategic Plan – Goal 2: A Healthy and Safe City Objective 2.3: Improve community health and safety outcomes by connecting residents with effective resources.

The Human Service Department's programs provide residential and community based services that prevent delinquency and promote the healthy development of youth. The Check and Connect Program provides comprehensive support services for 8th - 10th grade Charlottesville City School

students experiencing school attendance problems to prevent early school withdrawal and ultimately delinquent behavior by promoting students' engagement with school and learning. Expected outcomes include increased attendance and decreased delinquent behavior during and after program participation.

Community Engagement:

The community is engaged through the Check and Connect program by serving students and families in the Charlottesville school system and by collaborating with the many different agencies that interface with the program.

Budgetary Impact:

There is no impact on the General Fund. The funds will be expensed and reimbursed to a Grants Fund. The terms of the award require a local match of \$7,500 which will be provided by the Charlottesville City Schools confirmed by a Maintenance of Understanding document between the Charlottesville Human Service Department and the Charlottesville City Schools.

Recommendation:

Staff recommends approval and appropriation of grant funds.

Alternatives:

If the grant funds are not appropriated, the Human Services Department would not be able to provide this service to local youth.

Attachments:

Appropriation

APPROPRIATION
Charlottesville City Schools' Check and Connect Student Engagement Grant
\$50,000

WHEREAS, the City of Charlottesville has been awarded \$42,500 in Federal Funds from the Virginia Department of Criminal Justice Services, and \$7,500 in Matching Funds from the Charlottesville City Schools for a total award of \$50,000 for the Check and Connect Student Engagement Program; and

WHEREAS, the grant award covers the period from October 1, 2017 through September 30, 2018.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Charlottesville, Virginia, that the sum of \$50,000 is hereby appropriated in the following manner:

Revenue – \$50,000

\$ 42,500	Fund: 209	Cost Center: 3413013000	G/L Account: 430120
\$ 7,500	Fund: 209	Cost Center: 3413013000	G/L Account: 432030

Expenditures - \$50,000

\$45,737	Fund: 209	Cost Center: 3413013000	G/L Account: 519999
\$ 4,263	Fund: 209	Cost Center: 3413013000	G/L Account: 599999

BE IT FURTHER RESOLVED, that this appropriation is conditioned upon the receipt of \$45,000 from the Virginia Department of Criminal Justice Services, and \$7,500 from the Charlottesville City Schools.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Acquisition of Parkland and Granting of Easement
Presenter:	Brian Daly, Director, Parks and Recreation
Staff Contacts:	Chris Gensic, Parks and Trails Planner Parks and Recreation
Title:	MCI 5th Street Land Acquisition & Grant of Easement - Trails

Background:

This land acquisition for park and trail purposes adds a segment of trail along the north bank Moore's Creek in the Fifth Street area of the City. It is an addition to the park system, providing protection of a significant trail connection along Moore's Creek, consistent with the City's Comprehensive Plan and Bicycle and Pedestrian Master Plan.

Discussion:

The property includes one parcel on the City side of Moore's Creek. This acquisition will provide the land needed to construct the proposed Moore's creek trail. The land includes a sewer easement area that is flat and lends itself well to a paved multi modal trail as part of the developing network in the 5th street and Biscuit Run area that is currently being planned in partnership with Albemarle County and the Thomas Jefferson Planning District Commission. This also secures a permanent status for the Rivanna Trail system in this area of the City. It also includes the granting of an easement to the City for stormwater management maintenance purposes.

Alignment with City Council's Vision and Priority Areas:

The project supports both City Council's "Green City" and "Healthy City" visions by creating an outstanding recreational amenity for many users while preserving and enhancing a natural and forested area of the City. It contributes to Goal 2 of the Strategic Plan, to be a safe, equitable, thriving and beautiful community, and objective 2.5, to provide natural and historic resources stewardship, 2.6, engage in robust and context sensitive urban design, as well as objective 5.3 supporting community engagement.

Community Engagement:

Budgetary Impact:

This purchase requires \$13,000 from the CIP fund for Trails and Greenway Development, and will require the Parks Department to expend funds for the nominal cost of annual for trail maintenance.

Recommendation:

Staff recommends approval of the parkland acquisition.

Alternatives:

Council could decline to purchase the property for park use.

Attachments:

Real Estate Purchase and Sale Agreement
Deed of Easement
Proposed Resolution
Vicinity Map

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (“**Agreement**”) is entered into as of the _____ day of _____, 2017 (the “**Effective Date**”), by and between **MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.**, a Virginia corporation (“**Seller**”), and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (“**Purchaser**”).

1. **Purchase and Sale.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, in accordance with the terms and conditions set forth in this Agreement and for the Purchase Price set forth in Section 2: (i) that certain parcel of land located in the City of Charlottesville, Virginia identified as “PARCEL “X” PORTION OF TM 21-B-47 MCI TELECOMMUNICATIONS CORPORATION OF VIRGINIA” on the plat (the “Plat”) attached hereto as Exhibit A and made a part hereof and any and all improvements thereon (the “**Real Property**”); (ii) all mineral, oil and gas rights, water rights, sewer rights and other utility rights allocated to the Real Property and (iii) all appurtenances belonging to the Real Property (items (i) through (iii), collectively, the “**Property**”). Notwithstanding anything to the contrary, the sale and purchase contemplated hereby (and, accordingly, the term “Property”) shall not include: (i) computers and computer equipment, (ii) any intellectual property rights of Seller or its affiliates, proprietary marks, tradenames, trademarks, service marks, distinctive designs and logos used by or identifying Seller, its affiliates, its business or products, (iii) any of Seller’s equipment, trade fixtures and other personal property located within or upon the Property, (iv) any rights or interests relating to the Property that relate to the period prior to Closing (as defined in Section 2), including, but not limited to, any actual or potential claims or appeals relating to taxes and assessments, tax refunds and, except to the extent assignable under the casualty and condemnation provisions of this Agreement, casualty or condemnation proceeds, (v) any right, title or interest that Seller or its affiliates may have in the Property or in any public or private roads or streets, serving the Real Property relating to operation of its or their telecommunications business or by virtue of Seller or its affiliates being a utility provider, or (vi) easement rights and in any and all telephone and telecommunications equipment and related conduits and cabling relating thereto.

2. **Payment of Purchase Price.** The total purchase price (the “**Purchase Price**”) for the Property is Thirteen Thousand and 00/100 Dollars (\$13,000.00). There is no deposit for this sale. The Purchase Price shall be due and payable in full at the time of closing of the purchase and sale of the Property (the “**Closing**”) and shall be delivered by Purchaser by federal wire transfer of immediately available funds in time for receipt by Seller not later than 11 a.m. (local time at the location of the Real Property) on the Closing Date (as hereinafter defined), time being of the essence.

3. **Condition of the Property.**

A. The Property is being sold “AS IS”, “WHERE IS”, “WITH ALL FAULTS”, ENVIRONMENTAL OR OTHERWISE, INCLUDING BOTH LATENT AND PATENT DEFECTS, AND WITHOUT ANY REPRESENTATIONS AND WARRANTIES OF SELLER WHATSOEVER. PURCHASER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, AND PURCHASER RELEASES SELLER FROM AND AGAINST ANY ACTION, LOSS, DAMAGE OR OTHER CLAIM AGAINST SELLER REGARDING THE CONDITION AND USE OF THE PROPERTY. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, PURCHASER HAS ENTERED INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY BY THE SELLER AS TO THE CONDITION OF THE PROPERTY; AND THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MARKETABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, DESIGN, WORKMANSHIP OR OTHERWISE GIVEN BY SELLER TO PURCHASER IN CONNECTION WITH THIS TRANSACTION.

THE PURCHASER, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, HAS NOT RELIED ON ANY REPRESENTATIONS, WARRANTY, PROMISE OR STATEMENT, EXPRESS OR IMPLIED, OF THE SELLER, OR ANYONE ACTING FOR OR ON BEHALF OF THE SELLER, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND ALL MATTERS CONCERNING THE PROPERTY HAVE BEEN OR SHALL BE INDEPENDENTLY VERIFIED BY THE PURCHASER AND THE PURCHASER SHALL PURCHASE THE PROPERTY ON THE PURCHASER'S OWN PRIOR INVESTIGATION AND EXAMINATION OF THE PROPERTY (OR THE PURCHASER'S ELECTION NOT TO DO SO). It is understood and agreed that the Purchase Price has been adjusted by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Purchaser subject to the foregoing.

B. Purchaser further acknowledges and agrees that Purchaser is relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller and agrees (subject to its rights to terminate this Agreement pursuant to Section 4.E. of this Agreement) to accept the Property at the Closing and waive all objections or claims against Seller (including any right or claim of contribution) arising from or related to the Property or to any hazardous materials on the Property.

4. **Inspection Period.**

A. Purchaser, at Purchaser's sole risk and expense, may inspect the Property, and make such investigations, tests and studies of the Property as Purchaser deems appropriate, subject to the terms, conditions and limitations of this Agreement during the period of time from the Effective Date until 3:00 p.m. (local time at the location of the Real Property) on the date that is thirty (30) days after the Effective Date, time being of the essence (the "**Inspection Period**"). Purchaser shall not be entitled to conduct any soil tests or other invasive tests on the Property without the prior written consent of Seller. Purchaser shall promptly deliver to Seller copies of all written inspection results, tests and studies. Such inspections, tests and other activities on the Property ("**Purchaser's Studies**"): (i) shall not interfere with Seller's use of the Property, (ii) shall not damage the Property, (iii) shall be commercially reasonable, (iv) shall not unreasonably disturb or interfere with the use of the Property or conduct of business by Seller or any tenants (and shall be subject to the rights of tenants), and (v) shall be conducted in accordance with customary standards and industry practices and in compliance with all laws,

rules, regulations and other legal requirements. Following each entry by Purchaser, Purchaser, at Purchaser's sole cost and expense, shall restore the Property to the same condition as its original condition prior to any of Purchaser's Studies. All such restoration shall be fully completed prior to the end of the Inspection Period, time being of the essence, and such restoration obligations shall survive any termination of this Agreement. Seller shall cooperate with Purchaser in its inspection, but shall not be obligated to incur any liability or expense in connection therewith. Each entry shall be conducted upon at least 24 hours' prior written notice to Seller, during normal business hours, in the presence of a representative of Seller designated in writing by Seller and on mutually acceptable dates and times.

B. Purchaser acknowledges that Seller has made and may make available to Purchaser certain documents, files, materials, data or information relating to the Property or the transactions contemplated by this Agreement (collectively, "**Property Information**"), and Purchaser accepts that such Property Information may not be accurate or complete and that Seller has not made any independent investigation or verification of any such information. Seller makes no representation or warranty whatsoever as to the accuracy, validity or completeness of any Property Information delivered by or on behalf of Seller to Purchaser. Seller shall not be obligated (i) to collect, provide or compile any Property Information, (ii) to deliver or make available any Property Information or (iii) to supplement any Property Information. Purchaser shall not have access to and may not copy Property Information or other materials that pertain to Seller's business, Seller's employees, or Seller's valuation of the Property, or other materials of a proprietary nature.

C. Prior to entering the Property, and throughout any period that it (or any of its agents, representatives or consultants) shall enter or be present upon the Property, Purchaser shall maintain (and, as applicable, cause its agents, consultants and representatives to maintain), at its and their expense, a policy of commercial general liability insurance, with a broad form contractual liability endorsement and with a combined single limit of not less than \$2,000,000 per occurrence for bodily injury and property damage that may result from such entry and from any and all activities undertaken by or on behalf of Purchaser (or its representatives) during the course thereof. All of such insurance policies shall name Seller (and any entity reasonably designated by Seller) as an additional insured. All such insurance shall be on an "occurrence form" and otherwise be in such form(s) and with such insurance company(ies) as are reasonably acceptable to Seller. Prior to its first entry upon the Property, Purchaser shall deliver to Seller a certificate(s) of insurance evidencing the coverage required by this Agreement.

D. Purchaser shall be responsible for any and all claims, liabilities, costs or expenses arising out of such inspections of and entries onto the Property, including, but not limited to, liability for personal injury (including death) and property damage caused by Purchaser, its agents, employees and consultants and from and against any and all liens or other encumbrances filed against the Property in connection with any work performed as part of Purchaser's Studies. Purchaser, at its expense, shall cause the satisfaction or discharge of record all such liens and encumbrances within ten (10) days after notice or other knowledge thereof. Purchaser's obligations under this Section 4.D shall survive Closing or the earlier termination of this Agreement.

E. If Purchaser, in its sole discretion, determines that the Property is not suitable to Purchaser, Purchaser may by written notice to Seller delivered to Seller on or before 3:00 p.m. (local time at the location of the Real Property) of the last day of the Inspection Period, elect to terminate this Agreement. In the event of such timely termination, time being of the essence, the parties shall have no further obligations hereunder except as otherwise provided in this Agreement.

F. If this Agreement is terminated or, if Purchaser does not purchase the Property on the Closing Date (as hereinafter defined), subject only to applicable postponements of the Closing that are expressly provided for herein, Purchaser shall cause all Property Information to be either returned to Seller or at Seller's written direction to be destroyed.

5. **Title and Survey.**

A. Seller shall convey to Purchaser and Purchaser shall accept such title to the Property as a reputable nationally recognized title insurance company licensed by the Commonwealth of Virginia shall be willing to insure (at standard rates without any special or additional premium) by the Deed (as hereinafter defined). Title shall be subject to the matters set forth below (collectively, the "**Permitted Exceptions**"): (i) matters that are either (x) of record, as of the Effective Date or (y) expressly provided for, or permitted, by this Agreement; (ii) any state of facts (including, without limitation, those relating to physical condition or variations in location or dimension) that would be disclosed by a physical survey of the Property; (iii) all covenants, easements, reservations, restrictions, agreements and other matters that are expressly provided for or permitted by this Agreement; (iv) all grants, licenses or other rights existing on the Effective Date in favor of any public or private utility company (including, without limitation, Seller and its affiliates) or governmental entity which are of record or, if not of record, that have been disclosed in writing to Purchaser; (v) any and all present and future laws, regulations, restrictions, requirements, ordinances, resolutions and orders affecting the Property (including, without limitation, any of the foregoing relating to zoning, building, environmental protection and the use, occupancy, subdivision or improvement of the Property) (collectively, "**Laws**"); (vi) all notations, notes and notices of violations of law or municipal ordinances, orders or requirements affecting the Property (collectively, "**Violations**"); (vii) all liens for real estate taxes, school taxes, special assessments, business improvement district charges, water and sewer taxes, rents and charges, and other governmental charges and impositions not yet due and payable; (viii) any other matter that is either expressly waived by Purchaser in writing, or deemed waived by Purchaser or "discharged" pursuant to the terms of this Agreement; and (ix) the standard printed exceptions, and exclusions to coverage, set forth in the form of title policy utilized by a recognized national title insurance company.

B. Purchaser shall obtain a title commitment from a recognized national title insurance company insuring title to the Property (the "**Title Commitment**") prior to the expiration of the Inspection Period. If the Title Commitment reveals any matter affecting title to the Property which is not satisfactory to Purchaser, Purchaser shall have until the expiration of the Inspection Period to provide written notice (the "**Title Objection Notice**") to Seller of its objection with respect thereto (each an "**Objection**"), together with a copy of the Title Commitment and legible copies of all instruments identified as exceptions therein.

C. Seller may, within five (5) business days after receipt of the Title Objection Notice, notify Purchaser in writing whether Seller elects to attempt to cure such Objections. If Seller fails to give such notice, Seller will be deemed to have elected not to attempt to cure such Objections. Purchaser shall have the right to terminate this Agreement by written notice given within five (5) business days after Seller's election or deemed election to not cure any Objection. If Purchaser fails to timely notify Seller of Purchaser's termination of this Agreement, Purchaser will be deemed to have waived such Objections. If Seller elects to attempt to cure such Objections and Purchaser has not otherwise terminated this Agreement under Section 4.E., Seller shall have the right to attempt to remove, satisfy or otherwise cure each Purchaser's Objection that Seller has agreed to attempt to cure. If Seller is unable to cure such Objections prior to the Closing Date, Seller may postpone the Closing Date up to an aggregate maximum of ninety (90) days, for the purposes of discharging, or attempting to discharge, any Objections. Purchaser may, nevertheless, accept such title as Seller may be able to convey, without reduction of the Purchase Price or any credit or allowance against the Purchase Price and without any liability on the part of Seller.

D. Purchaser's sole remedy with respect to any Objection contained in a Title Objection Notice in which Seller has not expressly agreed to attempt to cure, or which Seller has elected to cure but has failed to effect such cure on or prior to Closing, shall be to terminate this Agreement or accept title to the Property subject to such Objection.

E. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed under this Agreement, except those, if any, which are herein specifically stated to survive Closing. Unless otherwise stated, no obligation, liability, representation or warranty of Seller shall survive Closing.

F. Notwithstanding anything to the contrary contained herein, unless otherwise undertaken in writing by Seller, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify such Objections or to cure any of the same; provided, however, that at or before Closing Seller shall be obligated to discharge or cause to be discharged the following Objections (collectively, "**Seller's Discharge Obligations**"): (A) any Objection that constitutes a mortgage that Seller voluntarily created encumbering the Property, (B) any Objection that constitutes a consensual lien that Seller voluntarily causes to be recorded against the Property after the Effective Date and (C) any Objection that constitutes a mechanic's lien of record resulting from work that Seller has performed or caused to be performed at the Property, provided that Seller shall have the right to bond off and remove any such mechanic's lien.

G. Without limitation of the provisions of this Section 5, Purchaser acknowledges that Seller, by virtue of its business activities throughout the United States, (i) may be named as a defendant in lawsuits, some of which may result in judgments, and (ii) may receive notices of Violations which, in either case, Seller may be unable to vacate or otherwise satisfy or resolve prior to the Closing. All such judgments and Violations shall constitute "Permitted Exceptions" (and, accordingly, Purchaser shall accept title to the Property subject thereto), so long as Seller delivers the Certificate and Indemnity attached hereto as Exhibit B; provided, however, if any such judgment or Violation results in a judgment lien or other non-

consensual lien which encumbers the Property as of Closing, then such judgment lien or other non-consensual lien shall not constitute a "Permitted Exception."

6. **No Conditions to Closing; No Financing Contingency.** Intentionally omitted.

7. **Closing.** The Closing shall occur during normal business hours on the first business day that is fifteen (15) days following expiration of the Inspection Period (the "**Closing Date**"). Closing shall take place at the offices of Purchaser's title company, or at such other place as the parties shall mutually agree. Purchaser agrees to conduct closing through a pre-closing, escrow or other arrangement reasonably requested by Seller to facilitate closing mechanics and to reduce or eliminate the need for Seller and its attorneys to be physically present at the Closing. TIME SHALL BE OF THE ESSENCE with respect to Purchaser's obligation to effectuate the Closing no later than the Closing Date.

8. **Prorations, Apportionments and Adjustments at Closing.**

A. The following shall be apportioned with respect to the Property as of 12:01 a.m., on the Closing Date, as if Purchaser were vested with title to the Property during the entire day upon which the Closing occurs:

(i) rents, if any, as and when collected (the term "rents" as used in this Agreement includes all vault rentals, if any;

(ii) ad valorem, real estate, personal property and similar taxes, including stormwater taxes/fees, if applicable (collectively, "**Property Taxes**") assessed against the Property. Prorations shall be based upon current year's taxes and assessments, if available, or upon figures for the last preceding year. Any then due, but unpaid special assessments, special improvement district or taxing district levies, shall be prorated in the same manner as ad valorem taxes. If Seller is taxed for Property Taxes on a statewide basis and is not obligated to pay the foregoing taxes, then the foregoing proration shall be based on the portion of such statewide taxes that are reasonably allocable to the Property; and

(iii) any other operating expenses and items of expense pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located.

B. The provisions and obligations of this Section 8 shall survive Closing.

9. **Transaction Costs.** Seller shall be responsible for the cost of (i) preparing the Deed, (ii) the Grantor's tax payable in connection with recording the Deed and (iii) releasing all liens that constitute Seller's Discharge Obligations, including recording the applicable releases. Purchaser shall pay the cost of (i) conducting its due diligence studies, (ii) any title commitments and title policies, (iii) all other transfer and recordation taxes, sales taxes and recording fees, if applicable, (iv) any escrow fees or charges, and (v) the cost of a survey of the Property, if any. Each party shall pay its own attorneys' and consultants' fees. All other costs shall be paid by Seller and Purchaser as is customary in the geographic area in which the Property is located. The provisions of this Section 9 shall survive closing.

10. **Closing Documents and Deliveries.**

A. At the Closing, Seller shall deliver the following:

(i) The executed and acknowledged Special Warranty Deed in the form attached hereto as Exhibit C (the “**Deed**”), subject to the Permitted Exceptions, sufficient for recording, conveying fee simple title to the Property which Purchaser shall cause to be recorded;

(ii) An executed and acknowledged Deed of Easement in the form attached hereto as Exhibit D, sufficient for recording, granting a storm water drainage easement across the portion of Seller’s property that is adjacent to the Property in the location shown on the Plat as “PROPOSED 10’ x 10’ STORM EASEMENT CENTERED ON PIPE” which Purchaser shall cause to be recorded.

(iii) A Certificate and Indemnity, in the form attached as Exhibit B;

(iv) An affidavit of Seller pursuant to Section 1445(b)(2) of the Internal Revenue Code of 1986, as amended, stating that Seller is not a foreign person within the meaning of such Section;

(v) A closing statement, executed by Seller; and

(vi) Such other documentation as maybe reasonably required by Purchaser’s title company.

B. At the Closing, Purchaser shall deliver the following:

(i) The Purchase Price, in cash or immediately available funds; and

(ii) A closing statement, executed by Purchaser.

11. **Representations and Warranties.**

A. Seller represents and warrants to Purchaser as of the Effective Date and as of the Closing Date that (i) the execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action on the part of Seller and does not require the consent of any third party, (ii) the individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement, and (iii) Seller is a corporation duly organized and in good standing under the laws of the Commonwealth of Virginia and has the power and authority to enter into and perform its obligations under this Agreement.

B. Purchaser represents and warrants to Seller as of the Effective Date and as of the Closing Date that (i) the execution, delivery and performance of this Agreement by Purchaser have been duly authorized by all necessary action on the part of Purchaser and do not require the consent of any third party, (ii) the individual executing this Agreement on behalf of Purchaser has the authority to bind Purchaser to the terms of this Agreement, and (iii) Purchaser

is a municipal corporation duly organized under the laws of the Commonwealth of Virginia and has the power and authority to enter into and perform its obligations under this Agreement.

C. Purchaser acknowledges and agrees that, except as expressly provided in this Agreement, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (i) the value, nature, quality, or condition of the Property, including the water, soil, and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses that Purchaser or any tenant may conduct thereon, (iv) the compliance of or by the Property or its operation with any law, statute, ordinance, regulation, rule, policy, order or other determination of any applicable governmental authority, (v) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property, (vi) the manner or quality of the construction or materials, if any, incorporated into the Property, (vii) the manner, quality, state of repair, or lack of repair of the Property, (viii) compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including the existence in or on the Property of hazardous materials, or (ix) any other matter with respect to the Property. Additionally, Seller shall not be liable or bound by any statement, representation or information made or furnished by any broker or other person representing or purporting to represent Seller.

12. **Environmental.** Intentionally omitted.

13. **Casualty and Condemnation.** Intentionally omitted.

14. **Failure of Conditions; Default.** If Seller is in default hereunder for failure to comply with any one or more of the material terms or conditions of this Agreement and such failure continues for more than five (5) business days after Seller's receipt of written notice from Purchaser, Purchaser at its sole option may: (i) terminate this Agreement by written notice delivered to Seller on or before the Closing, (ii) waive such defaults and proceed to Closing, or (iii) enforce specific performance of this Agreement. Purchaser hereby knowingly waives any and all right to institute any action, claim or suit for damages against Seller with respect to any default by Seller hereunder. If Purchaser defaults under this Agreement, and such default is not cured within five (5) business days after written notice thereof from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement. Nothing contained in this Section 14 shall in any way limit any indemnification (and any related hold harmless and defense) obligation of Purchaser or Seller pursuant to this Agreement. This Section 14 shall expressly survive the termination of this Agreement.

15. **Limitations on Liability.**

A. Purchaser forever irrevocably releases Seller, its officers, directors, employees, affiliates, representatives and agents from any and all liability and claims arising out of (i) Property Information or opinions made or furnished by or on behalf of Seller (except only for any representations of Seller that are expressly set forth in this Agreement) and (ii) failure or refusal by Seller to disclose or provide Property Information or opinions.

B. In no event whatsoever shall any director, officer, shareholder, parent, member, manager, affiliate or agent of Seller have any obligation or liability arising from, or in connection with, this Agreement or the transactions contemplated herein.

C. Seller shall not be liable for any indirect, incidental, speculative, punitive, special, or consequential damages of any kind including, but not limited to, loss of revenue, loss of goodwill, loss of business opportunity, loss of profits, losses related to third party claims or any one or more of them arising in any manner from this Agreement or the performance or nonperformance of obligations related thereto regardless of the foreseeability thereof.

D. The provisions of this Section 15 shall survive the Closing or the earlier termination of this Agreement.

16. **Certificate of Occupancy and Zoning.** Intentionally omitted.

17. **Seller's Work.** Intentionally omitted.

18. **Assignment.** Purchaser shall not have the right to assign its interest in this Agreement without the prior written consent of Seller, which consent may be granted or withheld in Seller's sole and unfettered discretion, and any such assignment without such consent shall be null and void and of no force and effect. Notwithstanding any such assignment of this Agreement, Purchaser shall at all times stay responsible and not be relieved of liabilities hereunder.

19. **Section 1031 Applicability.** Intentionally omitted.

20. **Notices.** All notices and other communications hereunder shall be addressed to the parties as follows:

If to Seller: Verizon Global Real Estate
Attn: Real Estate Administration
7701 E. Telecom Parkway
Mail Code: FLTDSB1W
Temple Terrace, FL 33637

With a copy to: Willcox & Savage, P.C
440 Monticello Avenue, Suite 2200
Norfolk, VA 23510
Attn: Kyle A. Martin, Esq.

If to Purchaser: Charlottesville City Attorney's Office
P.O. Box 911
Charlottesville, VA 22902
Attn: Allyson Manson Davies, Deputy City Attorney

Any notice, demand or other communication (each, a "notice") that is given pursuant to this Agreement by either Seller or Purchaser to the other party, shall be (i) given in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth

above, and (iii) delivered via either (x) hand delivery, (y) nationally recognized courier service (e.g., DHL, Federal Express, Express Mail) or (z) certified U.S. mail postage prepaid with return receipt requested. Any such notice shall be deemed given, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its attorneys. Each party may, from time to time, designate an additional or substitute required address(es) for notices delivered to it (provided, that such designation must be made by notice given in accordance with this Section 20).

21. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and permitted assigns.

22. **Confidentiality.** The parties shall treat all materials and information provided by the other party, regardless of whether such materials or information were provided prior to or after the Effective Date, as confidential information, and shall take reasonable efforts to distribute same only to the receiving party's current or prospective partners, lenders, employees, agents and representatives who have a need to know and to third party consultants and professionals, all as may be required for reasonable actions hereunder. Each party shall instruct its applicable employees, agents, representatives, and third party consultants and professionals as to the confidentiality of all such information as well as the existence or terms of this Contract. The existence or terms of this Contract shall not be disclosed by either Seller or Purchaser to any unrelated third-party, except for and only to the extent reasonably necessary for those parties required by either Seller or Purchaser to facilitate the transaction contemplated herein, or for any disclosures required by law, or for any disclosures made in connection with litigation. Purchaser and Seller shall only be liable for actual damages arising out of a violation of this Section, and this Section shall not, as it relates to Purchaser, survive Closing.

23. **Governing Law.** The laws of the Commonwealth of Virginia shall govern the validity, construction, enforcement and interpretation of this Agreement.

24. **Brokers.** Seller and Purchaser represent and warrant that no brokers have been involved in this transaction. If any broker should make a claim against Purchaser for a commission based upon the actions of Seller, Seller shall indemnify, defend and hold Purchaser harmless from such claim. If any broker should make a claim against Seller for a commission based upon the actions of Purchaser, Purchaser shall indemnify, defend and hold Seller harmless from such claim.

25. **Multiple Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of identical counterparts. If so executed, each of such counterparts shall, collectively, constitute one agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. For purposes of enforcing this Agreement, facsimile signatures shall be deemed originals. Electronic transmission of this Agreement between the parties, through e-mail or other means, shall be sufficient to constitute delivery.

26. **Time of the Essence.** The parties hereto expressly agree that time is of the essence with respect to this Agreement.

27. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the transaction herein contemplated, superseding all prior agreements and communications whether oral or written. Any amendments hereto shall be in writing and executed by the party against whom enforcement of the modification is sought.

28. **Severability.** If any provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to parties or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and be enforced to the fullest extent permitted by law.

29. **Captions.** The captions of the various Sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

30. **No Offer.** This Agreement shall be of no force or effect unless and until a fully-executed copy, signed by all parties hereto, is delivered to both Seller and Purchaser. The submission of this Agreement to Purchaser for review does not constitute an offer or option to purchase the Property.

31. **Construction.** The parties acknowledge that the parties and their attorneys have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

32. **Terminology.** As used in this Agreement, (i) the phrase “**and/or**” when applied to one or more matters or things shall be construed to apply to any one or more or all thereof as the circumstances warrant at the time in question, (ii) the terms “**herein**” “**hereof**” and “**hereunder**”, and words of similar import, shall be construed to refer to this Agreement as a whole, and not to any particular Section, unless expressly so stated, (iii) the term “**including**”, whenever used herein, shall mean “**including without limitation**”, except in those instances where it is expressly provided otherwise, (iv) the term “**person**” shall mean a natural person, a corporation, a limited liability company, and/or any other form of business or legal association or entity, and (v) the term “**business day**” shall mean any day other than a Saturday or Sunday or Federal holiday or legal holiday in the State in which the Property is located.

33. **Merger Provision.** All understandings and agreements heretofore had between the parties hereto with respect to the subject matter of this Agreement are merged into this Agreement (together with any and all documents executed and delivered contemporaneously herewith and therewith), which alone completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Agreement. No person or entity other than a party to this Agreement shall be entitled to rely on this Agreement, and this Agreement is not made for the benefit of any person or entity not a party hereto.

34. **Non-Business Days.** If the date of Closing, the last day of the Inspection Period, or the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the Commonwealth of Virginia, then the date for Closing, the last day of the Inspection Period, or such notice or performance shall be postponed until the next business day.

35. **Patriot Act Compliance.**

A. Seller shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, on the transactions described in this Agreement. Seller is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

B. Purchaser shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administered by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, on the transactions described in this Agreement. Purchaser is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.

36. **Tax Proceedings.** Intentionally Omitted.

37. **Non-Recordability.** This Agreement shall not be recorded by Purchaser, and all recordation officers are hereby directed not to record this Agreement. Any recordation by Purchaser shall be a default by Purchaser hereunder.

[Signatures Appear on the Following Pages]

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Agreement as of the Effective Date.

“SELLER”

MCIMETRO ACCESS TRANSMISSION SERVICES
OF VIRGINIA, INC., a Virginia corporation

By: _____

Name: _____

Title: _____

Date: _____

“PURCHASER”
CITY OF CHARLOTTESVILLE, VIRGINIA, a
municipal corporation of the Commonwealth of
Virginia

By: _____ (SEAL)
Maurice Jones, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Allyson Manson Davies, Deputy City Attorney

EXHIBIT A

PLAT SHOWING REAL PROPERTY

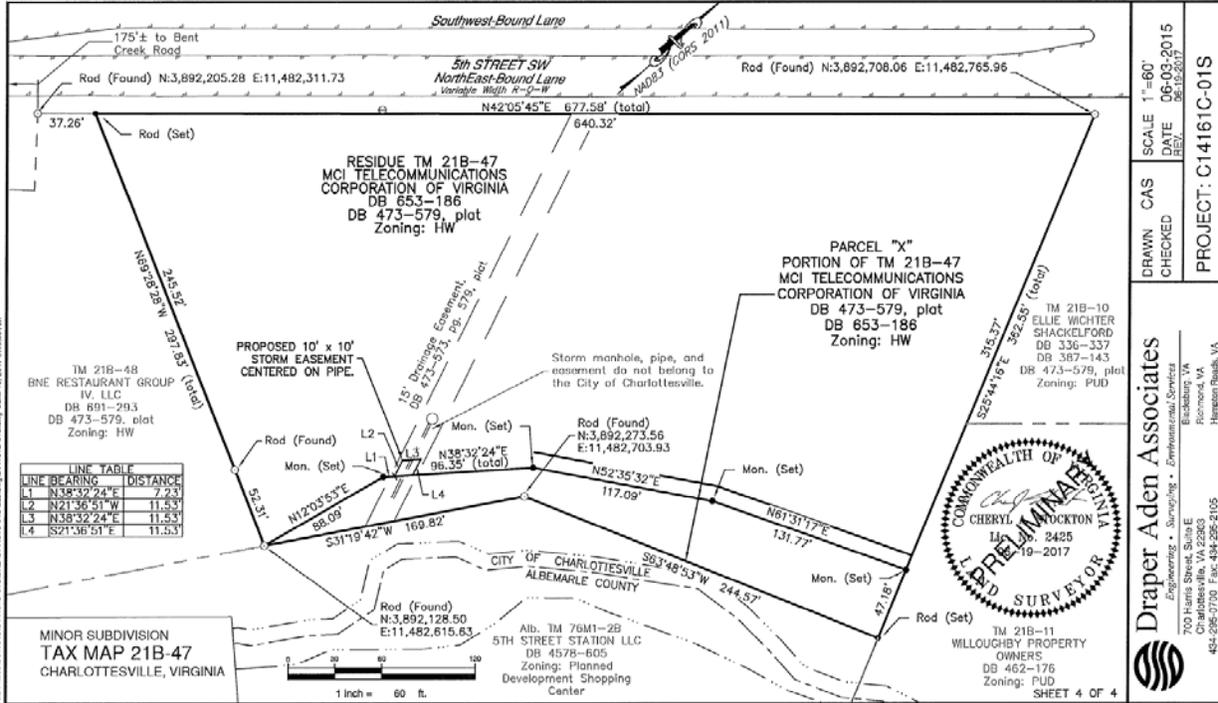


EXHIBIT B

CERTIFICATE AND INDEMNITY

The undersigned, MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC., a Virginia corporation, successor in merger to MCI Network Services of Virginia, Inc., a Virginia corporation, formerly known as MCI WorldCom Network Services of Virginia, Inc., formerly known as MCI Telecommunications Corporation of Virginia, a Virginia corporation (“**Seller**”), hereby certifies to _____ (the “**Title Company**”) that:

1. Seller has not entered into any currently effective unrecorded leases or occupancy agreements affecting the real property described in Exhibit A (the “**Property**”).

2. Seller possesses sufficient assets to pay any of the judgments, corporate, franchise and motor vehicle use taxes against Seller that are described in the Title Commitment No. _____ of the Title Company (the “**Title Commitment**”).

3. Real estate taxes with respect to the Property that are due and payable by Seller on the date hereof, if any, have been or will be paid, with any interest or penalties thereon if applicable.

4. Seller will pay for any work done at the Property by or on behalf of Seller that could give rise to a mechanic’s lien against the Property.

Seller will indemnify and hold the Title Company harmless from and against all loss, cost, damage and expense, including attorney’s fees, resulting from the omission of any exceptions in the Title Commitment in reliance upon and relating to the matters set forth in this Certificate and Indemnity.

This Certificate and Indemnity is made for purposes of inducing the Title Company to insure fee title to the Property pursuant to the Title Commitment.

Dated: _____, 2017

MCIMETRO ACCESS TRANSMISSION
SERVICES OF VIRGINIA, INC.,
a Virginia corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT CERTAIN tract or parcel of land situate in the City of Charlottesville, Virginia, containing approximately 0.2910 acres and described as Parcel "X" on that certain subdivision plat entitled "Minor Subdivision Tax Map 21B-47 Charlottesville, Virginia" prepared by Draper Aden Associates, dated June 3, 2015 and last revised June 19, 2017.

EXHIBIT C

DEED

PREPARED BY:
Kyle A. Martin VSB# 85610
Willcox & Savage, P.C.
440 Monticello Avenue, Suite 2200
Norfolk, Virginia 23510

Title Insurance Company: _____
TAX PARCEL ID: 21B-47 (portion of)
Consideration: _____
Assessed Value: _____

This deed is exempt from state recordation taxes imposed by Virginia Code Sec. 58.1-801 pursuant to Virginia Code Sec. 58.1-811(A)(3).

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2017, by and between **MCIMETRO ACCESS TRANSMISSION SERVICES OF VIRGINIA, INC.**, a Virginia corporation (“Grantor”), successor in merger to MCI Network Services of Virginia, Inc., a Virginia corporation, formerly known as MCI WorldCom Network Services of Virginia, Inc., a Virginia corporation, formerly known as MCI Telecommunications Corporation of Virginia, a Virginia corporation, a ***grantor*** for indexing purposes, and the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia, a ***grantee*** for indexing purposes (“Grantee”), whose address is _____, _____, _____.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell, assign and convey with SPECIAL WARRANTY unto the Grantee, in fee simple, the real property located in the City of

Charlottesville, Virginia and more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”).

This conveyance is made expressly subject to the covenants, conditions, restrictions, easements and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the Property hereby conveyed that have not expired by time limitations contained therein or otherwise become ineffective.

[SIGNATURE PAGES FOLLOW]

WITNESS the following signatures and seals:

**MCIMETRO ACCESS TRANSMISSION
SERVICES OF VIRGINIA, INC.,**
a Virginia corporation

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____
COUNTY/CITY OF _____, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2017, before me, the undersigned Notary Public, personally appeared _____, who is personally known to me, or who has proven on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he/she is the _____ of MCImetro Access Transmission Services of Virginia, Inc., and that he/she, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Notary Public

My Commission Expires: _____
My Registration No.: _____

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of the Property, pursuant to Virginia Code Section 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed. As is further required by Sec. 15.2-1803 of the Virginia Code, the City Attorney's signature hereto constitutes his certification that this deed is in a form approved by him.

Accepted by:

CITY OF CHARLOTTESVILLE, VIRGINIA

_____(SEAL)
S. Craig Brown, City Attorney

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by S. Craig Brown, City Attorney, on behalf of the City of Charlottesville, Virginia.

My commission expires: _____
Registration No: _____

Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of land situate in the City of Charlottesville, Virginia, containing approximately 0.2910 acres and described as Parcel "X" on that certain subdivision plat entitled "Minor Subdivision Tax Map 21B-47 Charlottesville, Virginia" prepared by Draper Aden Associates, dated June 3, 2015 and last revised June 19, 2017, recorded in the Clerk's Office of the Circuit Court of the City of Charlottesville, Virginia simultaneously herewith.

IT BEING a portion of the same property conveyed to MCI Telecommunications of Virginia, a Virginia corporation, by deed from Brass, Inc., a Virginia corporation, dated March 24, 1995 and recorded March 31, 1995 in Deed Book 649 at page 254. Deed of Correction recorded in Deed Book 653 at page 186 correcting Grantee name to MCI Telecommunications Corporation of Virginia.

EXHIBIT D

DEED OF EASEMENT

*Prepared by S. Craig Brown (VSB #19286)
Charlottesville City Attorney's Office, P.O. Box 911, Charlottesville, VA 22902*

City Tax Map Parcel: 21B-47 (portion of)

**This deed is exempt from state recordation taxes imposed by Virginia Code
Sec. 58.1-801 pursuant to Virginia Code Sec. 58.1-811(A)(3).**

THIS DEED OF EASEMENT made this ____ day of _____,
20____, by and between **MCIMETRO ACCESS TRANSMISSION SERVICES OF
VIRGINIA, INC.**, a Virginia corporation, successor in merger to MCI Network Services of
Virginia, Inc., a Virginia corporation, formerly known as MCI WorldCom Network Services of
Virginia, Inc., a Virginia corporation, formerly known as MCI Telecommunications Corporation
of Virginia, a Virginia corporation, Grantor; and the **CITY OF CHARLOTTESVILLE,
VIRGINIA**, a municipal corporation, P.O. Box 911, Charlottesville, Virginia 22902, Grantee.

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR AND 00/100 (\$1.00), receipt
of which is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto the City the
following described easement (the "Easement"):

Perpetual, non-exclusive easement and right-of-way, ten feet (10') in
width, to construct, replace, maintain, extend and repair storm drain line
facilities (the "Facilities"), in the area of Grantor's property shown and
labeled as "PROPOSED 10' x 10' STORM EASEMENT CENTERED
ON PIPE" (the "Easement Area") on a plat made by Draper Aden
Associates, dated June 3, 2015 and last revised June 19, 2017, which plat
is attached hereto as Exhibit "A" and made a part of this deed.

Said Easement crosses a portion of the property conveyed to Grantor by deed dated
March 24, 1995, of record in the Charlottesville Circuit Court Clerk's Office in Deed Book 649,

Page 254 (the "Property"). Reference is hereby made to the aforesaid deed for a more complete description of the Property over which the Easement crosses.

The conveyance of the Easement includes the perpetual right of ingress and egress across the Property for the above-mentioned purposes.

The City shall have the right to trim, cut, and remove all trees, limbs, undergrowth, shrubbery, landscape plantings of any kind, fences, buildings, structures, paving, or other obstructions or facilities within the Easement Area which interferes with construction, operation, and maintenance of the Facilities in or on the Easement Area.

The City shall repair or replace only ground cover (pavement, gravel, or grass) located within the Easement Area or any other area of the Property accessed by the City which is disturbed, damaged, or removed as a result of the construction or repair of any of the Facilities, shall remove all trash and other debris of construction or repair from the Easement Area or other area of the Property accessed by the City, and shall restore the surface thereof to its original condition as nearly as reasonably possible, all subject, however, to this exception, to-wit: that the City shall not be so obligated when it would be inconsistent with the proper operation, maintenance or use of the Facilities.

Grantor reserves the right to make use of the Property subject to the rights herein granted, which use shall not be inconsistent with the rights herein conveyed or interfere with the use of the Easement by the City for the purposes aforesaid; provided, however, that all such use shall be at Grantor's risk unless prior written approval of City is obtained.

As evidenced by its acceptance and recordation of this deed, the City covenants that it will perform the installation and maintenance of the Facilities in a proper and careful manner.

The Easement and the City's rights granted hereunder by Grantor shall be subject to any easement of record recorded prior hereto.

[This space intentionally left blank]

GRANTOR:

**MCIMETRO ACCESS TRANSMISSION
SERVICES OF VIRGINIA, INC.,**
a Virginia corporation

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____
City/County of _____

The foregoing was acknowledged before me on this _____ day of _____,
20____, by _____, as _____ of MCI metro
Access Transmission Services of Virginia, Inc.

My commission expires: _____

Notary Public
Registration #: _____

The City of Charlottesville, acting by and through its City Attorney, the City official designated by the City Manager pursuant to authority granted by resolution of the City Council of the City of Charlottesville, does hereby accept the conveyance of this easement, pursuant to Virginia Code Sec. 15.2-1803, as evidenced by the City Attorney's signature hereto and the City's recordation of this deed.

Accepted by:

CITY OF CHARLOTTESVILLE, VIRGINIA

S. Craig Brown, City Attorney

COMMONWEALTH OF VIRGINIA
City of Charlottesville

The foregoing was acknowledged before me on this _____ day of _____, 20____, by S. Craig Brown, City Attorney, on behalf of the City of Charlottesville, Virginia.

Notary Public
Registration #: _____

EXHIBIT "A"

PLAT SHOWING EASEMENT AREA

[To be attached]

RESOLUTION
APPROVING THE ACQUISITION OF LAND NEAR
FIFTH STREET STATION PARKWAY
FOR EXTENSION OF THE CITY GREENBELT TRAIL SYSTEM

WHEREAS, MCImetro Access Transmission Services of Virginia, Inc. (“MCImetro”), the owner of a parcel of land identified on City Tax Map 21B as Parcel 47, has indicated a willingness to convey a portion of their land (designated as Parcel X on the attached plat made by Draper Aden Associates, dated June 3, 2015, last revised June 19, 2017) to the City of Charlottesville for greenbelt trail purposes; and

WHEREAS, a Real Estate Purchase and Sale Agreement for the conveyance of said land has been reviewed and approved by the City Attorney; and

WHEREAS, as a condition of closing, MCImetro has agreed to grant an easement across their property to the City (shown on the attached plat) for the purpose of maintaining a portion of the existing private stormwater pipe on MCImetro property that serves to direct stormwater through Parcel X and into Moore’s Creek; and

WHEREAS, the City’s Parks and Recreation Department seeks the endorsement of City Council to proceed with the purchase of the above-described land at a purchase price of \$13,000.00, which is well below the City Assessor’s valuation of the land;

NOW, THEREFORE, BE IT RESOLVED that this Council hereby authorizes the purchase of a parcel of land (0.2910 acre) designated as Parcel X on a plat by Draper Aden Associates, dated June 3, 2015, last revised June 19, 2017, located near Fifth Street Station Parkway, for extension of the City’s greenbelt trail system. The City Manager is hereby authorized to execute a purchase agreement, in form approved by the City Attorney, and the City Attorney shall take whatever actions are necessary to effect the acquisition of the above-described land and easement, pursuant to the terms and conditions set forth in the aforementioned purchase agreement.

**Proposed Property Acquisition - Verizon - 5th St
12,677 square feet for trail along Moores creek
\$13,000 Zoned HW**



Food Lion

Verizon

Hardees

**5th Street Station Shopping Center
(Wegman's, etc.)**

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 20, 2017
Action Requested:	Authorization to Discontinue Drought Warning Stage Restrictions
Presenters:	Maurice Jones, City Manager Lauren Hildebrand, Director of Utilities
Staff Contacts:	Maurice Jones, City Manager Lauren Hildebrand, Director of Utilities
Title:	Discontinue Drought Warning Stage Restrictions

Background:

The Rivanna Water and Sewer Authority (RWSA) operate two water treatment plants that provide water to the City of Charlottesville. The two treatment plants are the South Rivanna Water Treatment Plant, which draws water from the South Fork Rivanna Reservoir (SFRR), and the Observatory Water Treatment Plant, which draws water from the Ragged Mountain and the Sugar Hollow Reservoirs.

The RWSA is implementing a water supply plan to meet the long term needs of the community. RWSA recently completed the initial phase of the plan: The new Ragged Mountain Dam, which increased the water storage capacity of the reservoir. Additional phases for the water supply plan are being implemented and will be completed in upcoming years. These include increasing the capacity of the Observatory Water Treatment Plant, the Avon to Pantops water line and the pipeline from the SFRR to the Ragged Mountain Reservoir. The completion of these projects will give RWSA the flexibility and redundancy necessary to maximize the urban water system.

Discussion:

The water level of the SFRR has been 100% full and overflowing since November 1, 2017. This is due to the recent rainfall, the community embracing water conservation measures, and the Department of Environmental Quality cooperating with RWSA to implement certain operational measures.

A meeting of the RWSA Board of Directors was held November 14, 2017. The RWSA Board authorized the Executive Director to notify the Albemarle County Board of Supervisors, the Albemarle County Service Authority Board of Directors, and the Charlottesville City Council that water use restrictions are no longer required, in accordance with the Regional Drought Response and Contingency Plan. In order for the City to discontinue mandatory water conservation restrictions, according to Code Section 31-125, the City Council must determine that a water emergency no longer exists.

Alignment with City Council’s Vision and Strategic Plan:

This request supports City Council’s “Green City” vision. It contributes to Goal 3 of the Strategic Plan: To be a beautiful and sustainable natural and built environment; Objective 3.2: To provide reliable and high quality infrastructure; and Objective 3.4: To be responsible stewards of natural resources.

Community Engagement:

RWSA issued a press release regarding discontinuing water use restrictions. In addition, Albemarle County Service Authority issued a press release that water restrictions are no longer required. The City plans on communicating through social media that mandatory water restrictions will no longer be in effect.

Budgetary Impact:

This has no impact on the General Fund.

Recommendation:

Staff recommends the City Council approve the resolution declaring that a water supply emergency no longer exists and mandatory water stage restrictions imposed on October 11, 2017 are no longer in effect according to City Code Section 31-125.

Attachments:

Code Section 31-125- Conservation of water during emergencies
Resolution

**RESOLUTION
DECLARING THAT DROUGHT WARNING STAGE RESTRICTIONS
ARE NO LONGER IN EFFECT**

WHEREAS, on October 11, 2017 the Charlottesville City Council imposed mandatory water restrictions as set forth in Charlottesville City Code Sec. 31-125; and

WHEREAS, rainfall measurably improved the water levels in the urban reservoirs that supply water to the City; and

WHEREAS, water conservation measures were embraced by the community; and,

WHEREAS, the Department of Environmental Quality cooperated with the Rivanna Water and Sewer Authority to implement certain operational measures; and

WHEREAS, on November 14, 2017 the Rivanna Water and Sewer Authority announced the Authority's Drought Warning was discontinued and requested that the Charlottesville City Council declare that mandatory water restrictions are no longer required; and,

WHEREAS, City Code sec 31-125 provides that Drought Warning Stage Restrictions shall remain in effect until City Council determines that a water emergency in the City of Charlottesville no longer exists;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Charlottesville, Virginia that a water supply emergency within the City of Charlottesville no longer exists, and the mandatory water restrictions imposed on October 11, 2017 are no longer in effect.

Sec. 31-125. - Conservation of water during emergencies.

- (a) *Drought warning stage restrictions:* The following drought warning stage restrictions on the use of water drawn from the city's public water supply shall be in effect upon adoption of an implementing resolution by city council:
- (1) Watering of established outside shrubbery, trees, lawns, grass, plants, homegardens, or any other established vegetation, shall only be conducted manually by means of a non-leaking hand held hose with an automatic shutoff nozzle and using the minimum amount required to preserve plant life.
 - (2) New plantings, commercial greenhouses or nursery stocks, newly seeded and sodded lawns, and athletic fields and courts shall only be watered as follows:
 - (i) Athletic fields and courts and commercial greenhouses or nursery stocks may be watered by automatic irrigation systems, or manually by the means described in subsection (a)(1), between the hours of 9:00 p.m. and 10:00 a.m., using the minimum amount of water required to preserve plant life.
 - (ii) Newly seeded lawns and new plantings are required to be installed by a licensed contractor and shall have a forty-five-day establishment period from the date of installation. Sodded lawns are required to be installed by a licensed contractor, shall have a twenty-day establishment period, and shall use no more than ½ inch of water over the sodded area daily. Automatic irrigation or manual watering, by the means described in subsection (a)(1), of newly installed plantings and seeded and sodded lawns shall be conducted only between the hours of 9:00 p.m. and 10:00 a.m. and only as necessary to preserve plant life. Prior to installation, the customer shall provide the director of public works with a written estimate of the amount of water to be used during the establishment period, a dated licensed contractor receipt, and the irrigation method to be used. Failure to provide the required information or initiating installation prior to receipt of written approval shall be deemed a violation pursuant to section (g). Testing and servicing of outside, automatic irrigation systems may be performed during the drought warning stage only if the contract to install the system is dated prior to the council's declaration of the drought warning stage, and a copy of the contract is provided to the director of public works.
 - (3) Washing of automobiles, trucks, trailers, or any other type of mobile equipment, except in licensed commercial vehicle wash facilities, is prohibited.
 - (4) Washing of sidewalks, streets, driveways, parking lots, service station aprons, exteriors of homes or apartments, commercial or industrial buildings or any other outdoor surface, except where mandated by federal, state or local law, is prohibited.
 - (5) The operation of any ornamental fountain or other structure making a similar use of water is prohibited.
 - (6) The filling or refilling of swimming or wading pools requiring more than five (5) gallons of water shall require written approval from the director of public works. Approval shall only be considered for those swimming or wading pools contracted to be installed or constructed prior to the declaration of the drought warning stage. The director of public works shall balance the need for filling the pool against the public's interest in the conservation of water to determine if approval shall be granted. As used herein, the phrase "filling or refilling" shall mean the addition of any water to the pool from the public water supply after the adoption of this amended ordinance.
 - (7) The use of water from fire hydrants for any purpose other than fire suppression, unless otherwise approved by the director of public works, is prohibited.
 - (8) The serving of drinking water in restaurants, except upon request, is prohibited.
 - (9) The operation of any water-cooled comfort air conditioning that does not have water conserving equipment in operation is prohibited.

- (10) All commercial lodging establishments shall adopt a policy which limits the daily changing of washable linens and towels, and communicate that policy to employees and guests. At a minimum all sheets, pillowcases, towels, washcloths and bathmats shall only be changed and washed (i) upon request by an occupant; (ii) upon a change in occupancy; or (iii) once every three (3) days if used by the same occupant. As used herein, "commercial lodging establishment" shall include any establishment offering to the public for compensation lodging or sleeping accommodations, including but not limited to hotels, motels, travel lodges, tourist homes and bed and breakfast establishments.
- (b) *Drought emergency stage restrictions:* The following drought emergency stage mandatory restrictions on the use of water drawn from the city's public water supply shall become effective at such time as the Rivanna Water and Sewer Authority (RWSA) certifies, in writing, that a drought emergency stage exists, and shall add to or supersede, where appropriate, the restrictions already in place pursuant to subsection (a) above:
- (1) All water leaks must be repaired within three (3) business days after notification by the city. If a water leak is not repaired within three (3) business days after notification by the city, the director of finance shall terminate water service to the address where the leak is located until such time as the leak is repaired.
 - (2) Watering of athletic fields is prohibited.
 - (3) All businesses, institutions and governmental entities must develop and implement a written plan, available for inspection by the city within fourteen (14) days of notice of the drought emergency stage, which will reduce the current use of water by that business or institution by twenty (20) percent, other than what is necessary for the sanitary and drinking needs of its employees and invitees. Usage will be based on the customer's average monthly use for the twelve-month period prior to the notice of the drought emergency stage. The public utilities director shall establish a monthly usage benchmark for all businesses, institutions and governmental entities without a twelve-month billing history using criteria established by the department of public works.
 - (4) All businesses, institutions and governmental entities must place signs at each main entrance and in each restroom and shower indicating the existence of a water supply emergency and encouraging the conservation of water.
 - (5) All outdoor watering is prohibited.
 - (6) The use of showers in health, fitness and athletic clubs is prohibited, except showers equipped with low flow or flow reducing equipment.
 - (7) The filling or refilling of swimming or wading pools of any size is prohibited. As used herein, the phrase "filling or refilling" shall mean the addition of any water to the pool from the public water supply after the adoption of this amended ordinance.
 - (8) Exemptions granted during the drought warning stage are no longer valid. Customers may reapply for an exemption during the drought emergency stage.
- None of the restrictions set forth herein shall be construed to authorize the violation of any health or safety regulation promulgated by the state department of health.
- (c) *Notice and enforcement:* The above restrictions shall be enforced upon their being printed in any newspaper of general circulation in the City of Charlottesville, or broadcast upon any radio or television station serving the City of Charlottesville.
- (d) *Duration.* Drought warning stage restrictions shall remain in full force and effect until city council determines that a water emergency in the City of Charlottesville no longer exists. Drought emergency stage restrictions shall remain in full force and effect until such time as the Executive Director of the Rivanna Water and Sewer Authority certifies in writing to the Director of Public Works of the City of Charlottesville that a drought emergency stage no longer exists.

- (e) *Appeals*: The city manager shall establish an appeals procedure to review customer applications for exemptions from the provisions of subsections (a) and (b) on a case by case basis and, if warranted, to make equitable adjustments to such provisions. The city manager shall also be empowered to establish regulations governing the granting of temporary exemptions applicable to all or some of the uses of the water supply set forth in subsections (a) and (b). The city manager or designee shall, in deciding applications, balance economic and other hardships to the applicant resulting from the imposition of water use restrictions or allocations against the individual and cumulative impacts to the water supply resulting from the granting of exemptions.
- (f) *Additional restrictions*: Should measures taken pursuant to subsections (a) and (b) of this section prove insufficient to preserve sufficient supplies of water for the citizens of the city, with prior council approval, the city manager and director of public works are hereby further authorized to implement additional restrictions, including but not limited to the following:
- (1) Impose temporary rate increases or surcharges on the consumption of water;
 - (2) Restrict or discontinue the supply of water to any industrial or commercial activity which uses water beyond the sanitary and drinking needs of its employees and invitees; and
 - (3) Declare a moratorium on new water connections to buildings issued a building permit after the date of declaration of emergency and to restrict water use to basic human needs only.
- (g) *Violation and penalties*: It shall be a violation of this section for any person to use water, or allow or cause the use of water, in violation of the provisions of this section after publication of the restrictions as required by paragraph (c). Any person who violates any provision of this section shall be subject to the following penalties:
- (1) For the first offense, violators shall receive a written warning delivered in person or posted at the site of the violation by a representative of the City of Charlottesville Department of Public Works.
 - (2) For the second offense, violators shall be fined five hundred dollars (\$500.00), which penalty shall be added to the violator's next city water bill;
 - (3) For the third offense, violators shall be fined one thousand dollars (\$1,000.00), which penalty shall be added to the violator's next city water bill;
 - (4) For the fourth and each subsequent offense, the violator shall be guilty of a Class I misdemeanor.
 - (5) Each violation by a person shall be counted as a separate violation by that person, irrespective of the location at which the violation occurs.

In addition, the public works director is hereby authorized to terminate the water service, for the duration of the emergency, to any person convicted of such violation.

Any person assessed a penalty pursuant to paragraphs (g)(2) or (3) of this section shall have the right to challenge the assessment by invoking the appeals procedure established pursuant to paragraph (e). The imposition of the penalty may be waived if it is determined that the violation occurred due to no fault of the person assessed the penalty.

- (h) Nothing in this section shall be construed to prohibit the city manager and the public works director from rescinding any orders issued thereunder when the conditions creating the need for such orders have abated.

(6-19-00(6); 9-16-02(2); 10-7-02(1); 10-7-02(2), § 1; 11-20-06(4); 11-3-08(2))

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 6, 2017 (updated for November 20, 2017)
Actions Required:	Vote on Ordinance
Staff Presenter:	Craig Brown, City Attorney
Staff Contacts:	Craig Brown, City Attorney Chris Engel, Director of Economic Development
Title:	Proposed Lease of 75 Parking Spaces in the Water Street Parking Garage

Background:

The owner / developer of the Dewberry Hotel on the Downtown Mall has expressed an interest in leasing City-owned parking spaces in the Water Street Parking Garage (“WSPG”) for use by the hotel’s visitors and guests, once the hotel is built and opened. In 2007 the original developer of the hotel leased 70 parking spaces in the Garage from Charlottesville Parking Center, Inc. for an initial term of 20 years, with the right to renew the lease for two additional terms of 20 years each. That lease ended when the original hotel owner was unable to complete the project.

Virginia law provides that property owned by cities and towns can be leased for a maximum term of 40 years, and that before granting a lease in excess of five years, “the city or town shall, after due advertisement, publicly receive bids therefore.” Since the hotel developer has expressed an interest in leasing WSPG parking spaces for more than five years, City Council adopted a Resolution on September 5, 2017 authorizing staff to advertise a 40-year lease of 75 designated parking spaces in the WSPG. That advertisement, inviting written bids for the parking space lease, was published in *The Daily Progress* once a week for two successive weeks, as required by law. A copy of the proposed ordinance and Parking Space Lease, which were referenced in the legal advertisement, are attached to this agenda memo. This public advertisement and bid process has previously been used to lease property for a 40 year term to the Boys and Girls Club at the Buford Middle School site, and to the YMCA at McIntire Park.

Discussion:

Virginia Code §15.2-2102 describes the process for receiving bids and awarding the lease:

The presiding officer shall read aloud, or cause to be read aloud, a brief summary of each of the bids that have been received, for public information, and shall then inquire if any further bids are offered. If further bids are offered, they shall be received. The presiding officer shall thereafter declare the bidding closed. The presiding officer shall receive recommendations from the staff relative to any bids received in advance and staff's recommendations, if any, on any bids received at the advertised council meeting.

If one or more bids have been submitted, City Council is required to hold a public hearing on the lease of the parking spaces, prior to deciding whether to proceed with the proposed ordinance. Virginia Code §15.2-2102 states that “the council shall accept the highest bid from a responsible bidder and shall adopt the ordinance as advertised . . . however, the council, by a recorded vote of a majority of the members elected to the council, may reject a higher bid and accept a lower bid from a responsible bidder, if, in its opinion, some reason affecting the interest of the city or town makes it advisable to do so, which reason shall be expressed in the body of the subsequent ordinance granting the . . . lease”. The City also has the right to reject any and all bids received.

As of the date of this memo no bids for the lease of the 75 parking spaces have been received. It is not mandatory that City Council have a first reading on the ordinance at the November 6 meeting, although it may choose to do so. State law provides that City Council has the option to conduct additional investigation prior to moving the ordinance forward for a second reading.

Community Engagement:

There has been no formal community engagement to date, but Virginia Code §15.2-1800 requires that a public hearing be held prior to the lease of real property. That public hearing has been advertised for this City Council meeting, to be held following the submission of all bids.

Budget Impact:

The impact on the City budget will be determined by the amount bid for the parking spaces, if accepted by the City.

Recommendation:

Staff recommends that Council hold a public hearing on any bids received, and if appropriate move and second the attached ordinance on first reading.

Alternatives:

City Council can reject all bids submitted for the lease, either before or after conducting a public hearing. If all bids are rejected the City must re-advertise prior to any subsequent award of the lease.

Attachments:

Proposed Ordinance
Parking Space Lease

**AN ORDINANCE
AUTHORIZING THE LEASE OF SEVENTY-FIVE (75) DESIGNATED PARKING
SPACES IN THE WATER STREET PARKING GARAGE**

WHEREAS, the City of Charlottesville seeks to lease seventy-five (75) parking spaces in the Water Street Parking Garage for a term of forty (40) years; and,

WHEREAS, Virginia law requires that the City advertise and receive bids on any lease of City-owned real property that is devoted to a public use and that will have a term in excess of five years; and,

WHEREAS, in accordance with Virginia Code § 15.2-2100 *et seq.*, this ordinance was duly advertised for the purpose of receiving bids; and,

WHEREAS, a bid has been received in response to the advertisement, and in accordance with Virginia Code § 15.2-1800 (B) a public hearing was held on November 6, 2017 to give the public an opportunity to comment on the proposed long term lease of City-owned parking spaces in the Water Street Parking Garage; and,

WHEREAS, the bid submitted by Deerfield Square Associates II, LLC has now been selected by the City Council to receive the Parking Space Lease.

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Charlottesville, Virginia that the City Manager is hereby authorized to execute a Parking Space Lease, in substantially the same form as attached hereto, with Deerfield Square Associates II, LLC as Lessee, for the leasing of seventy-five (75) Parking Spaces in the Water Street Parking Garage as described in the attached Lease. Said Parking Space Lease shall be approved as to form by the City Attorney prior to execution by the City Manager.

PARKING SPACE LEASE

This PARKING SPACE LEASE (“Lease”) is made this ____ day of _____, 2017, by and between the CITY OF CHARLOTTESVILLE, VIRGINIA, a Virginia municipal corporation, referred to herein as “City” or “Lessor”, and _____, a _____, referred to herein as “Lessee”.

The City is the owner of approximately 629 condominium units designated and used as parking spaces in the Water Street Parking Garage Condominium, located in the City of Charlottesville, Virginia, on Water Street, between Second Street S.E. and Fourth Street S.E. The purpose of this Lease is to lease, on the terms and conditions set forth in this Lease, seventy-five (75) of those City-owned parking spaces on a long term basis to Lessee, for the purpose of parking by Lessee’s _____.

Therefore, the parties agree as follows:

1. **Lease of Parking Spaces.** The City hereby leases to Lessee, and Lessee hereby leases from the City, the following seventy-five (75) Parking Spaces located on the top floor of the Water Street Parking Garage:

- Parking Spaces designated P-884 through P-897;
- Parking Spaces designated P-915 through P-964; and,
- Parking Spaces designated P-1009 through P-1019.

These Parking Spaces are depicted on Exhibit A attached hereto, entitled “Water Street Parking Garage Expansion – Roof Parking”.

As an incident to the leasing of such Parking Spaces, Lessee is granted the right to use the area of the Condominium in which the Parking Spaces are located and to use such other areas of the Condominium as are reasonably necessary for ingress and egress to the Parking Spaces and otherwise in such manner as is consistent with appropriate parking of motor vehicles and the provisions of this Lease. Lessee shall also have the right to use the common elements and limited common elements specifically associated with the area in which the Parking Spaces are located, so long as such use does not inhibit or interfere with the proper use of common elements and limited common elements by other persons entitled to use thereof.

2. **Term of Lease; Option to Extend.**

[Bidders should state the desired initial term of the lease, and the terms and conditions for an extension or renewal, if any. The entire term, including any extensions or renewals, cannot exceed forty (40) years. Bidders should also specify when the initial lease term begins, if the term of the lease will not begin when the lease is executed by both parties.]

3. **Rent.**

[Bidders should propose the amount of rent payable to the Lessor for the 75 Parking Spaces during the term of the lease.]

If the rent is a fixed amount payable in monthly installments, the rent will be due and payable on the first of the month in advance. Lessee will be billed for such rent by the City in advance of the first of the month when such rent is due. Such rent will be reduced by 5% if Lessee pays rent on all spaces for any calendar year on or before the January 1 of any calendar year at the rate of 12 times the rent billed for the monthly rent which would be due on such January 1. If any rent is not paid within 10 days after it is due, the City may impose a charge of 10% for late payment. If any check provided by Lessee for payment of rent or any other amounts due under this Lease is returned for any reason other than lack of endorsements, Lessee will be charged \$50.00. Such late payment and returned check charges will be considered additional rent under this Lease.

[If any bidder proposes rent in an amount other than a fixed monthly amount, the bidder should propose any necessary terms and conditions regarding calculation of the rent, billing, invoicing and payment.]

4. **Access to Premises.** **[Bidders should state the days and hours that access to the 75 Parking Spaces is needed.]**

With the prior approval of the City, Lessee will be entitled to install signage and appropriate measures to limit access to the 75 Parking Spaces, and to insure that the spaces are reserved for Lessee's exclusive use; provided, however, that Lessee shall not take any actions or install any improvements that will in any manner limit or restrict access to or use of any parking spaces in the Water Street parking Garage that are not the subject of this Lease.

Nothing in this Lease shall be interpreted to preclude any person associated with the Lessee in any capacity from parking in other available parking spaces in the Water Street Parking Garage on the same terms, conditions and for the same fees as are applicable to members of the public at large. Notwithstanding Lessee's installation of signage and measures to limit access to the Parking Spaces leased herein, Lessee shall ensure that the City and its agents, contractors and representatives continuously have access to the Parking Spaces for purposes of maintenance, upkeep, repairs and security.

5. **Assistance with Problems.** As appropriate and upon notice, the City or its agent will provide reasonable assistance to Lessee, without charge during any hours that the Water Street Parking Garage is otherwise open to the public, in obtaining access to the Parking Spaces in the event of any problems with access due to an access system failure. The obligation to provide assistance without charge does not apply when the loss of access is due to (a) damage caused by Lessee or any authorized user of the leased Parking Spaces, or (b) when assistance is rendered outside of normal business hours, under circumstances that would result in a charge against any other person using the Garage for parking.

6. **Responsibility for Equipment, Maintenance and Repairs.** Lessee will be responsible for maintaining, repairing or replacing any improvements installed pursuant to section (4), *supra*, except that the City will be responsible for the costs of all maintenance and repairs due to the negligence or willful misconduct of the City or its employees, agents or contractors. As a member of the Water Street Parking Garage Condominium Association the City will be responsible for its *pro rata* share of the cost of maintaining, repairing, and keeping clean the other equipment, systems, structural components, lighting, doors, stairwells, elevators, and signs of the Condominium in accordance with good maintenance, repair and security practices, except that Lessee will be responsible for the costs of all maintenance, repairs and replacements due to the actions or inactions of Lessee or its _____.

7. **Risk of Loss; Insurance; Indemnification.** Lessee acknowledges that the City does not maintain insurance for damage to vehicles caused by the actions of others or for damage caused by any reason other than its own negligence, or the negligence of its employees, agents, representatives or contractors, or as is covered by general liability insurance for parking garage facilities. The City will not have any responsibility for any damage caused to any vehicles parked in the Parking Spaces or within the Condominium except for losses covered by insurance maintained by the City, or for any loss caused by the City. Therefore, as among the City and the Lessee, Lessee will be responsible for any losses or claims of any persons using the Parking Spaces when the City has no responsibility for any such loss or damages. Lessee will, therefore, be responsible for maintaining its own insurance for such purposes. Any such insurance will name the City as additional insured as its interest may appear. The City and the Lessee will request of their respective insurers that they provide for waiver of subrogation as to the other parties to this Lease. Lessee will indemnify and hold the City harmless with respect to any costs, including reasonable attorney's fees, and any damages arising from or incurred in connection with claims made by any employees, agents, invitees, and guests of Lessee, or any person using the Parking Spaces with Lessee's consent, for which the City is not legally responsible; and the City, to the extent permitted by applicable law, will indemnify and hold the Lessee harmless with respect to any costs, including reasonable attorney's fees, and any damages arising from or incurred in connection with claims made by any employees, agents, invitees, and guests of Hotel for which the City is solely legally responsible.

8. **Quiet Enjoyment.** Through the entire term of this Lease and for so long as the rent is paid to the City, but in no event for a period in excess of forty (40) years, Lessee shall peaceably and quietly hold and enjoy the provisions of this Lease, the rights of ingress and egress to and from the Parking Spaces and the Condominium, and the use of the Parking Spaces, all without hindrance or interruption by the City or any other person or persons lawfully or equitably claiming by, through or under the City; subject, nevertheless, to the terms and conditions of this Lease. Lessee agrees to provide any estoppel certificate which may be requested by the City.

9. **Use, Assignment and Sublease.** The 75 Parking Spaces leased herein will be used by Lessee exclusively for:

[Bidders should submit a description of how the Parking Spaces will be used, i.e., by employees, customers, guests, clients, etc]

Lessee agrees and covenants that the Parking Spaces will not be used for any other purpose, nor leased or subleased to the public or to anyone not affiliated with Lessee or Lessee's business. None of the rights of Lessee under this Lease may be assigned or sublet without the specific written approval of the City, which approval shall not be unreasonably withheld, except that Lessee reserves the right to make the following assignment or sublease without the prior approval of the City:

[Bidders should insert any circumstances where they wish to retain the unconditional right to assign or sublet this Lease.]

No assignment or subletting will act to release Lessee from any of its obligations under this Lease without the express written consent of the City.

10. **Default.** With respect to Lessee, a default under this Lease will have occurred if: (a) Lessee fails to make any rent payment within 10 days after such payment is due; (b) Lessee fails to perform any other obligation under this Lease and such failure is not remedied within 30 days after being given notice by the City of such failure, or if such failure cannot be remedied in 30 days, remedial action is not commenced within such 30 days and diligently pursued to completion, except that no notice is required in the event of any use being made by Lessee of the Parking Spaces or the Condominium which might violate any applicable environmental law or might increase the cost of any fire and extended coverage insurance of the City; (c) Lessee has docketed against it any judgment in excess of \$50,000 which is not released or is not bonded within 30 days after it is docketed; (d) Lessee makes any assignment for the benefit of creditors; or (e) Lessee files, or has filed against it, a petition under any insolvency or bankruptcy laws, which petition is not dismissed within 60 days after filing. If any such default occurs, the City may (i) in its sole discretion, perform such responsibility of Lessee; and/or (ii) declare the remaining amount of the rent for the term of the Lease due and payable, terminate this Lease immediately, enter upon and relet the Parking Spaces and hold Lessee liable for any deficiency in the amount of rent obtained upon such reletting. If the City terminates the Lease and declares the remaining rent due, it must make commercially reasonable efforts to rent some or all of the Parking Spaces, and the rent received or to be received from any re-letting which occurs will be credited against any amount due from Lessee with respect to such accelerated rent. Lessee will be responsible to the City for all costs incurred by the City, including attorney's fees, if the City takes any actions with respect to any default hereunder that remains uncured upon the expiration of the applicable cure period, and all such costs will be considered additional rent under this Lease.

With respect to the City, a default under this Lease will have occurred if it fails to perform any of their obligations under this Lease, and such failure continues for a period of 15 days after Lessee notifies the City in writing of such failure to perform. If any such default involves a responsibility for repair or maintenance, the City will have such additional reasonable time as may be necessary to undertake and to complete such repair or maintenance. If such a default occurs, Lessee may: (i) perform the obligation of the City under which it is in default and deduct the costs of such performance from any future rent which may be due under this Lease; or (ii), if such default unreasonably interferes with Lessee's use of the Parking Spaces or the

Condominium, terminate this Lease at a date no earlier than 30 days after giving such notice and no later than three months after giving such notice, in which case Lessee will have no further liability for rent under this Lease after such termination. The City will be responsible to Lessee for all costs incurred by Lessee, including attorney's fees, if Lessee takes any actions with respect to any default hereunder that remains uncured upon the expiration of the applicable cure period, and all such costs may be deducted from rent due under this Lease.

Waiver of or failure to take any action with respect to any default will not constitute a waiver of any subsequent or other default of the same or a different provision of this Lease. The rights of the parties to terminate this Lease and to take other actions in the event of default are in addition to any rights which such parties may otherwise have under applicable law and are subject to any provisions of applicable bankruptcy and insolvency laws.

11. Notice of Commencement of Term.

[Bidders will specify the time when the term of the Lease will begin; the successful bidder will have no right under this Lease to use the Parking Spaces prior to the commencement of the Lease term.]

12. Destruction of the Condominium. In the event of the destruction of all or any part of the Condominium by fire, explosion, storm, the elements, or otherwise, through no fault of Lessee or its _____, to such an extent that it becomes impracticable or unsafe for Lessee to use the Parking Spaces or the Condominium for their intended purposes, the term hereby created will, at the option of either party, upon notice to the other, be terminated as of the date of such damage, and the accrued rent will be paid up to the time of such damage.

If the owners of the Condominium elect, in their discretion, to repair the Parking Spaces and the Condominium, and during the period of repair or rebuilding the Lessee is unable to use all or any portion of the Premises, the rent due will be reduced proportionately for such period, unless Lessee or any of its _____ were responsible for the damage.

13. Condemnation. If all or any portion of the Parking Spaces or the Condominium is taken by condemnation by any entity other than the City, and if, after such taking, Lessee is unable to continue to use the Parking Spaces or the Condominium, then this Lease will terminate and Lessee will have no further obligation under this Lease.

14. Miscellaneous. This Lease contains the complete understanding of the parties with respect to the subject matter of this Lease. Any amendment to this Lease is to be in writing and signed by the parties to this Lease. This Lease will be binding upon and inure to the benefit of the respective heirs, successors, assigns and personal representatives of each of the parties. This Lease and any amendment may be executed in counterparts, any one of which will be considered an original for purposes of proof. Any signature to be affixed to this Agreement may be provided by a facsimile or by electronic signification.

Lessee shall have the right to record this Lease in the land records in and for the City of Charlottesville, Virginia.

Any notices required to be given by this Lease must be in writing and may be delivered by hand, first class mail or overnight courier to the following:

If to the City:

Maurice Jones
City Manager
605 East Main Street
P. O. Box 911
Charlottesville, VA 22902

With a copy to:

City Attorney
605 East Main Street
P. O. Box 911
Charlottesville, Virginia 22902

If to Lessee:

[Bidders to provide notice information.]

Any party may substitute another address for notice by giving notice to the other party in the manner provided. Any party may provide a number for transmission of notice by facsimile or an address for transmission of notice by electronic mail. Any notice given by regular mail will be deemed to be received five business days after mailing. Any notice given by mail providing for return receipt or given by facsimile, electronic mail or overnight courier will be deemed to be received when delivered. A confirmation from the facsimile machine, electronic mail processor, or the overnight courier will be deemed prima facie proof of the date of delivery.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia. As appropriate to the contest, the singular will include the plural and vice versa, and any one gender will include the others.

A waiver of any breach or of any condition of this Lease and the failure to enforce any provision of this Lease will not constitute a future waiver of the same provision or a waiver of any other provision of this Lease.

In the event that any party initiates any action against any other regarding any breach of this Lease, the party substantially prevailing upon the merits (as determined in writing by the trier of facts) will be entitled to recover all costs incurred in connection with such action, including reasonable attorney's fees, in addition to being awarded any other relief to which such

party may be entitled, which costs, including attorney's fees, may be recovered from time to time as incurred.

WITNESS the following signatures and seals, as of the date first above written.

CITY OF CHARLOTTESVILLE

By: _____ (SEAL)
City Manager

LESSOR

By: _____ (SEAL)

Copyright 2002 VMDO Architects, PC
 Dimensions are taken to face of concrete block or to centerlines of partition walls, as shown.

I, a licensed architect, do hereby certify to the greatest of my knowledge that these plans are accurate and they comply with section 56-79.68(B) of the Code of Virginia as amended and all units depicted herein are substantially complete.

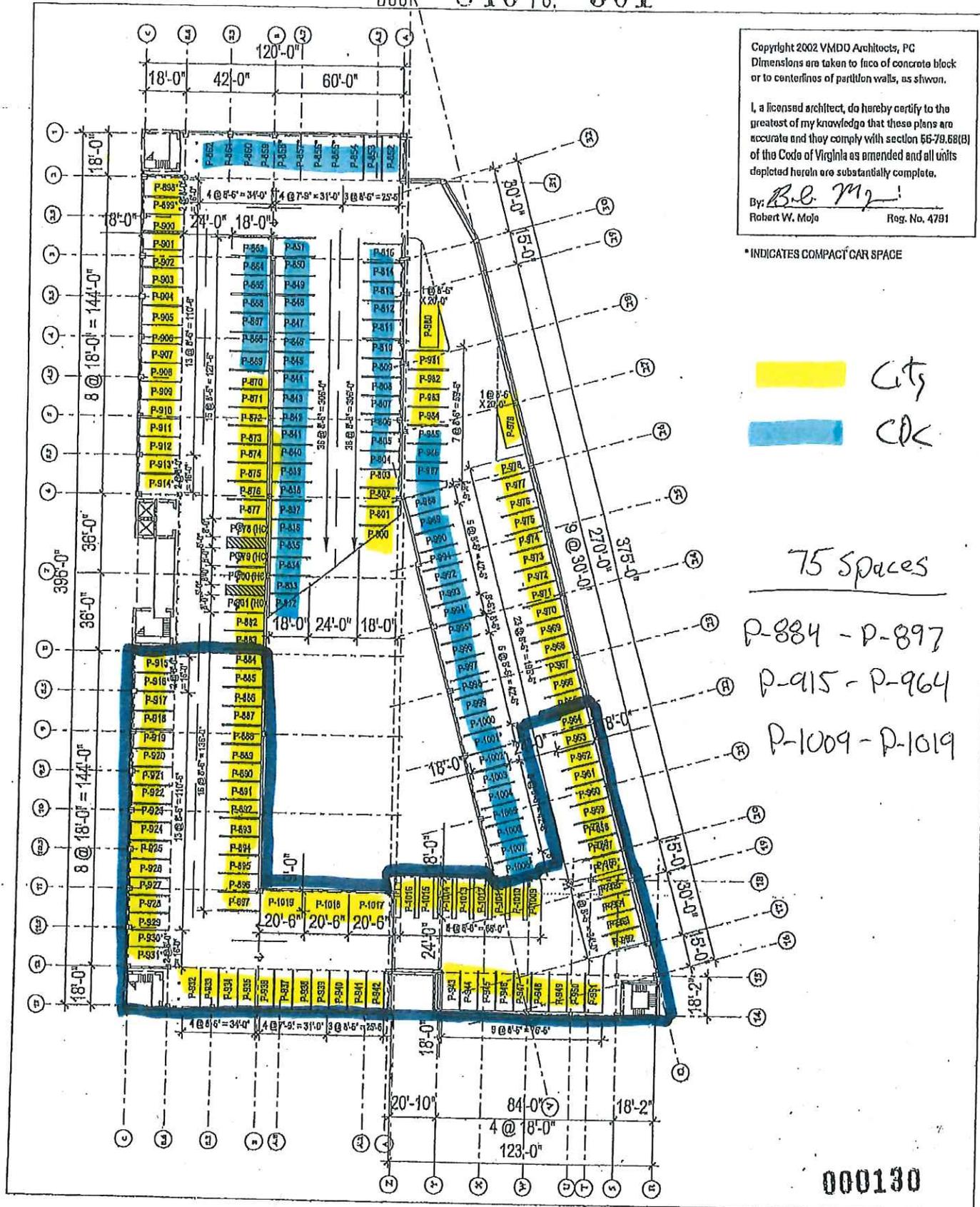
By: *R.W. Mojo*
 Robert W. Mojo Reg. No. 4791

* INDICATES COMPACT CAR SPACE

City
 CDK

75 Spaces

P-884 - P-897
 P-915 - P-964
 P-1009 - P-1019



000130

Water Street Parking Garage Expansion
 Condominium Documents

#837 - condo

VMDO
 VMDO Architects PC
 116 Second Street NE
 Charlottesville, VA 22902
 (604) 298-5034
 (604) 298-4196 (fax)

ROOF PARKING

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 6, 2017
Action Requested:	Approve changes to dog license fees
Presenter:	Jason A. Vandever, Treasurer
Staff Contacts:	Jason A. Vandever, Treasurer Chad Everette Thorne, Chief Deputy Treasurer
Title:	Proposed Changes to Dog License: Implement Lifetime Dog Tag Fee

Background:

Virginia Code § 3.2-6528 “*Amount of License Tax*” stipulates that localities shall impose, by ordinance, a license tax on the ownership of dogs within their jurisdiction. Earlier this year, Virginia Code § 3.2-6528 was amended to permit localities to enact, by ordinance, a lifetime license tax on dog ownership. New language within the statute stipulates the dog license tax shall not be more than \$10 per year for an annual license, and no more than \$50 for a lifetime license.

The Treasurer’s Office currently issues dog licenses annually to residents who own or keep dogs at least four (4) months old in the City of Charlottesville. Licenses issued are for one (1) or three (3) years based on a calendar year of January 1 – December 31; and cost:

- (a) For an unsexed female or male dog, \$4.00 per year
- (b) For any dog not spayed or neutered, \$10.00 per year
- (c) For a kennel of twenty (20) dogs, \$20.00 per year
- (d) For a kennel of fifty (50) dogs, \$35.00 per year

Discussion:

Many localities in Virginia are considering implementation of the relatively new lifetime dog license. At present, Hanover and Stafford Counties have already implemented the lifetime tag. It is also being considered in Orange County. Chesterfield and Accomack have expressed an interest in the possibility of a lifetime dog license.

The proposed fee change would be to implement a lifetime dog license fee of \$10 and eliminate the annual tag requirement, saving residents the cost and hassle on the annual tag renewal process. Fees for kennel dogs will remain the same. The replacement fees for lost or stolen licenses will be \$1.

The implementation of a \$10 lifetime dog license tax could:

- Reduce the tax burden for dog owners over the course of their dog's lifespan
- Present a convenience for dog owners by eliminating the renewal requirements of dog licenses
- Limit the processing and supply costs of issuing license renewals for the Treasurer's Office

Alignment with City Council's Vision and Strategic Plan:

This supports the City's Strategic Goal 5: A Well-Managed and Responsive Organization; Objective 5.1: Integrate effective business practices and strong fiscal policies and 5.3 Provide responsive customer service.

Community Engagement:

CASPCA has been contacted and sees no issue with the proposed changes.

Budgetary Impact:

Annual dog license revenues have been fluctuating between \$11,000 – \$15,000 per year recently. It is expected that the first year's implementation will result in a slight revenue increase since many owners who would have purchased a \$4 one year dog tag will now purchase a \$10 lifetime dog tag. Over the next several years, revenue is expected to decrease as renewals are phased out and only new dogs will be added on an annual basis. The decline in revenue will be offset slightly by a decrease in program administration costs.

Recommendation:

Replace the annual license tax with a lifetime dog license costing \$10. These changes will go into effect with the tag year starting on January 1, 2018.

Alternatives:

Continue with current dog license fee structure.

Attachments:

Proposed Ordinance

**AN ORDINANCE
AMENDING AND REORDAINING SECTION 4-37
OF ARTICLE III OF CHAPTER 4 (ANIMALS AND FOWL) TO
ESTABLISH A LIFETIME DOG LICENSE**

BE IT ORDAINED by the Council for the City of Charlottesville, Virginia, that Section 4-37 of Article III of Chapter 4 of the Charlottesville City Code, 1990, as amended, are hereby amended and reordained, as follows:

ARTICLE III. DOGS GENERALLY

Sec. 4-36. License—Required.

It shall be unlawful and a Class 4 misdemeanor for any person to own or keep within the city any dog four (4) months old or older for which a current license has not been secured as provided by the laws of the state.

Sec. 4-37. Same—Year and tax.

(a) ~~Dog licenses shall run from January 1 to December 31, inclusive, and~~ The dog license tax, payable at the office of the city treasurer, shall be as follows:

- (1) ~~For an unsexed female or male dog, four dollars (\$4.00).~~ For any individual dog, a lifetime license tax of ten dollars (\$10.00).
- (2) ~~For any dog not spayed or neutered, ten dollars (\$10.00).~~
- (3) ~~For a kennel of twenty (20) dogs, twenty dollars (\$20.00) annually.~~
- (4) ~~For a kennel of fifty (50) dogs, thirty-five dollars (\$35.00) annually.~~

(b) The lifetime license shall be valid only as long as the animal's owner resides in the City of Charlottesville and the dog's rabies vaccination is kept current. A fee of one dollar (\$1.00) will be charged for replacement of a dog license that is lost or stolen. The license for a kennel shall run from January 1 to December 31, inclusive. A dog license may be purchased for a three year period, and the license tax, payable at the office of the city treasurer, shall be twelve dollars (\$12.00) for an unsexed female or male dog, or thirty dollars (\$30.00) for any dog not spayed or neutered. The three year license shall expire on December 31 of the third calendar year, or on the last day of the month in which the rabies vaccination of the licensed animal expires, whichever occurs first.

(c) No license tax shall be levied on any dog that is trained and serves as a guide dog for a blind person or that is trained and serves as a hearing dog for a deaf or hearing impaired person or that is trained and serves as a service dog for a mobility-impaired person. As used in this section, "hearing dog" means a dog trained to alert its owner by touch to sounds of danger and sounds to which the owner should respond, and "service dog" means a dog trained to accompany its owner for the purpose of carrying items, retrieving objects, pulling a wheelchair or other such activities of service or support.

State Law reference— Similar provisions Virginia Code §§ 3.2-6527 – 3.2-6536

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**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**

Agenda Date:	November 20, 2017
Action Required:	Yes (Public Hearing and First Reading of Ordinance)
Presenter:	Lauren Hildebrand, Director, Public Utilities Department
Staff Contacts:	Lauren Hildebrand, Director, Public Utilities Department
Title:	Abandonment of Portion of Gas Easement in Dunlora Park Subdivision

Background and Discussion: In July of 2017 the City was granted a permanent easement for the installation of natural gas lines on Varick Street and Marin Court in the Dunlora Park Subdivision in Albemarle County on East Rio Road (Albemarle County Deed Book 4936, Page 102). The easement crosses property owned by Dunlora Investments LLC and they have asked the City to abandon a small portion of the easement because it is being relocated within the subdivision. This portion of the easement was never used for the installation of natural gas lines. The relocated easement has been granted to the City in a separate deed of easement, which has been recorded in the Albemarle County Clerk's Office. The Gas Division has no objection to the abandonment of the portion of the easement shown on the attached plat.

Community Engagement: A public hearing is required by law to give the public an opportunity to comment on the proposed conveyance of a property interest. Notice of such public hearing was advertised in the local newspaper at least 7 days in advance of the public hearing.

Alignment with City Council's Vision and Priority Areas: Not applicable.

Budgetary Impact: None.

Recommendation: Approve the ordinance abandoning the referenced portion of the existing gas easement.

Attachments: Ordinance; Proposed Deed and Plat.

**AN ORDINANCE
AUTHORIZING THE ABANDONMENT OF
A PORTION OF A NATURAL GAS EASEMENT GRANTED TO THE CITY BY
DUNLORA INVESTMENTS LLC**

WHEREAS, Dunlora Investments, LLC is the current owner of property located off East Rio Road (Dunlora Park Subdivision) in the County of Albemarle; and

WHEREAS, Dunlora Investments, LLC has requested abandonment of a portion of the permanent natural gas easement granted to the City by deed dated July 6, 2017, of record in the Albemarle County Circuit Court Clerk's Office in Deed Book 4936, page 102, which crosses the above-referenced property; and

WHEREAS, the Director of Public Utilities has reviewed the request and determined that the City no longer has a need for the above-described portion of the easement (shown on the attached plat); and

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the abandonment of this easement; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Mayor is hereby authorized to execute a Deed of Abandonment of Easement, in form approved by the City Attorney, to abandon the above-described portion of natural gas easement, as shown on the attached plat dated September 20, 2017, made by the Gas Division of the Public Utilities Department.

Prepared by Charlottesville City Attorney's Office

November 3, 2017

Albemarle Tax Map 62F, Parcel A (Charter Oaks Drive, Dunlora Subdivision)

This deed is exempt from state recordation taxes imposed by Virginia Code §58.1-802 pursuant to Virginia Code §58.1-811(C)(4).

THIS DEED OF ABANDONMENT OF EASEMENT, made and entered into this _____ day of _____, 2017, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation, Grantor, hereinafter "City", and **DUNLORA INVESTMENTS, LLC**, "Grantee", whose address is 170 South Pantops Drive, Charlottesville, Virginia 22911.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City hereby VACATES, ABANDONS, QUITCLAIMS and EXTINGUISHES all right, title and interest to a portion of the natural gas easement located on Varick Street (Dunlora Park Subdivision) in Albemarle County, shown as a cross-hatched area and labeled as "A 10.0' WIDE EASEMENT FOR NATURAL GAS FACILITIES TO BE VACATED" on a plat made by the Gas Division of the Charlottesville Public Utilities Department dated September 20, 2017, attached hereto and made a part hereof. Said easement was granted to the City by deed from Dunlora Investments, LLC, dated July 6, 2017, of record in the Circuit Court Clerk's Office of the County of Albemarle, Virginia in Deed Book 4936, page 102.

WITNESS the following signature and seal.

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____

A Michael Signer

STATE OF VIRGINIA
City of Charlottesville

The foregoing instrument was acknowledged before me, a Notary Public in and for the aforesaid City and State, by A. Michael Signer, Mayor of the City of Charlottesville, on this _____ day of _____, 2017.

My commission expires: _____

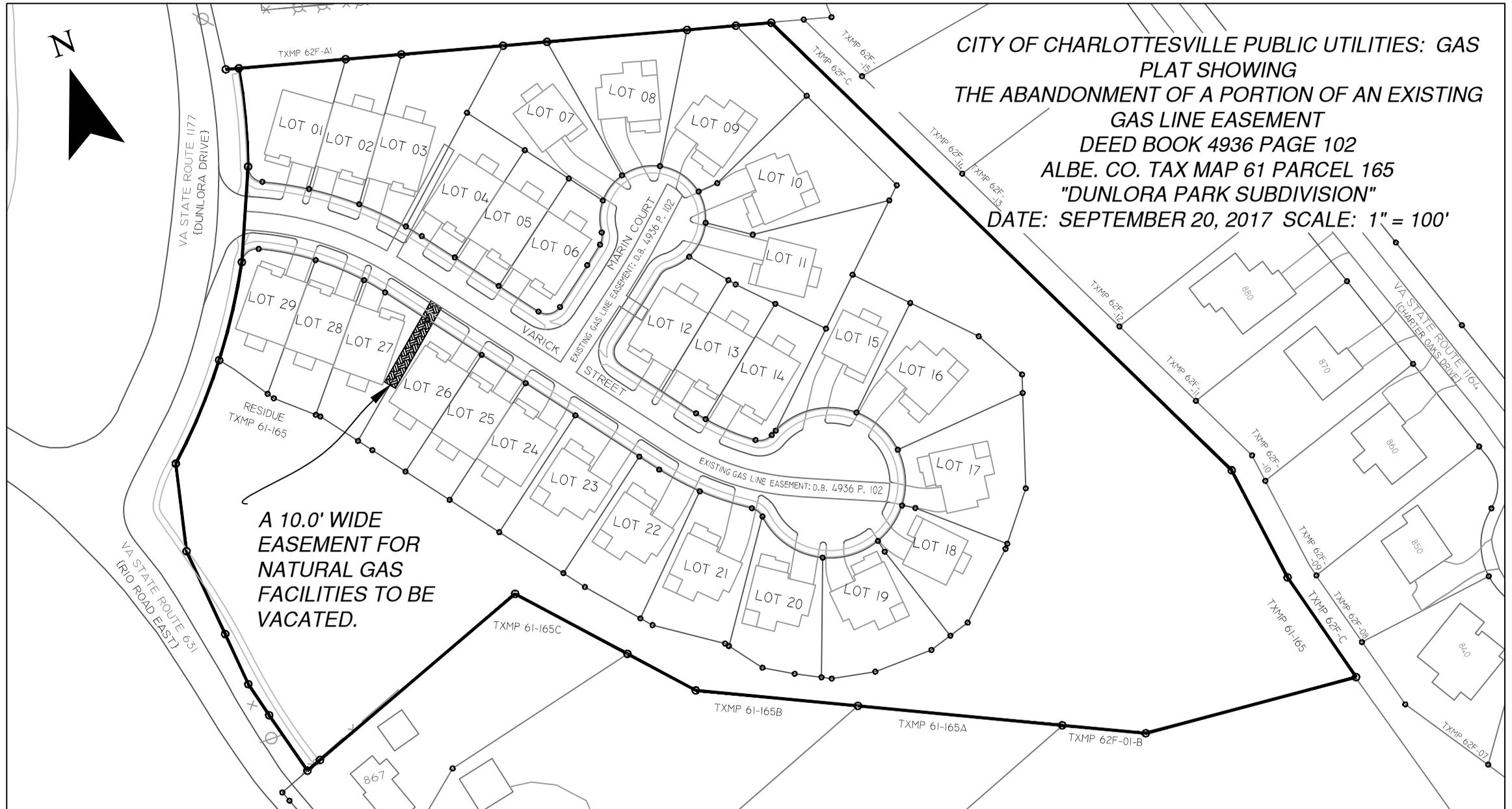
Notary Public

Registration #: _____



**CITY OF CHARLOTTESVILLE PUBLIC UTILITIES: GAS
PLAT SHOWING
THE ABANDONMENT OF A PORTION OF AN EXISTING
GAS LINE EASEMENT
DEED BOOK 4936 PAGE 102
ALBE. CO. TAX MAP 61 PARCEL 165
"DUNLORA PARK SUBDIVISION"
DATE: SEPTEMBER 20, 2017 SCALE: 1" = 100'**

**A 10.0' WIDE
EASEMENT FOR
NATURAL GAS
FACILITIES TO BE
VACATED.**



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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Yes (Public Hearing and First Reading of Ordinance)
Presenter:	Lisa A. Robertson, Chief Deputy City Attorney
Staff Contacts:	Lauren Hildebrand, Director of Utilities
Title:	Abandonment of Sanitary Sewer Easement – 600 Brandon Avenue

Background: The University of Virginia Foundation (“Foundation”) owns property located at 600 Brandon Avenue (the “Property”), which contains several 2-story apartment buildings. As part of a larger Master Plan to begin the site work for redevelopment of an assemblage of parcels as a model, “Green Street Project” including a mix of academic spaces, student wellness facilities and student housing. The Foundation plans to demolish all the existing buildings and structures on the Property and then convey the Property to the Rector and Board of Visitors of the University of Virginia (“UVA”).¹

When UVA expands its campus, the effect on the City is similar to an annexation: real estate is removed from real estate tax rolls, development of land is no longer subject to City zoning regulations and requirements, and negotiated agreements are sometimes needed in order to work through the impacts of the provision of certain public services relative to the property. These issues will be discussed in more detail in one or more agenda item(s) that will be coming to you at a later date. For purposes of this agenda item, the negotiated joint agreement that touches upon the proposed abandonment is a 1981 Lease, Water and Sewer Agreement (“1981 Agreement”). The 1981 Agreement consolidated eight (8) earlier negotiated agreements between the City and UVA relative to the provision of water and sewer services to UVA (dating back as far as 1891), and included terms for a lease of 5 acres of UVA land to the City (the current term of the lease expires on April 17, 2021).

For decades, UVA has maintained its own private “distribution system”, primarily for water; to a lesser extent, for sewer. As of 1981, the City was supplying water via pipeline to UVA, three different ways: **(i)** City water was to be delivered to two primary service points (one at Observatory Mountain; the other, at the intersection of Massie Road and Emmet Street) for distribution through UVA’s distribution system; **(ii)** City water was to be supplied through UVA’s distribution system to several “accounts” in UVA’s “Piedmont Housing Area” (the 1981 Agreement is silent as to the location(s) at which City water was to be delivered for distribution to these accounts); and **(iii)** water was to be delivered by the City directly to individual UVA-owned properties through the City’s distribution system. For water supplied pursuant to category **(iii)**, UVA is required to pay the City the same retail rate that any other City water customer would pay. Special rates were negotiated between the City and

¹ The Foundation is subject to real estate taxation as well as to the City’s local ordinances. Once sitework is complete and title to the land is transferred, then UVA will construct a multistory building for upper class student apartments on the Property. UVA-owned real estate (land and improvements) are exempt from City real estate taxation and from local ordinances, because UVA is a state agency.

UVA for water supplied pursuant to categories (i) and (ii).

Significantly: the 1981 Agreement does not discuss or set forth any agreement between the parties as to when, under what circumstances, and under what terms and conditions UVA may extend its then-existing distribution system into areas at which the City's water distribution/ sewerage collection infrastructure is already available to serve new development.

The Property located at 600 Brandon Avenue is currently served by a City-owned sewer line. In 1963 the City acquired a sanitary sewer easement ("Existing Sewer Easement") across the Property (see attached plat with the easement highlighted in yellow). This City line collects sewerage from the existing buildings. See attached ALTA/ NSPS Land Title Survey, area marked "Sewer Line and Easement to be Abandoned." For sewer service provided to the existing buildings, the City has received compensation at its established retail rate.

The Foundation is asking City Council to abandon the existing sewer line, vacate the Existing Sewer Easement, and to allow UVA to construct a new sewer line that would be owned and maintained by UVA. The proposed UVA "lateral" would collect waste from the new student housing building and deliver it into manhole # 19-102A (just shy of the manhole to which waste is currently being delivered by the City-owned line--in effect leaving approximately 50 feet of the existing sewer line that will not be rehabilitated and upgraded to serve the new buildings).

The Foundation's proposed plan also shows additional sewer infrastructure, to facilitate a *future* off-site connection to the sewer line within the next phase of the UVA Green Street Project. See attached Utility Plan, p. C3.06.

Water and sewer service are related. (If you are a City sewer customer, you are always a City water customer). At the Subject Property water service is currently provided by the existing City infrastructure in Brandon Avenue (according to the City's Department of Utilities, this existing water infrastructure is adequate to serve the new student housing buildings). UVA proposes that the new student housing buildings would receive water service through UVA's private distribution system. The Department of Utilities recommends that the City should continue to be the water and sewer service provider to this project.

Discussion: The Department of Utilities has noted that, unless and until an update of the 1981 Water and Sewer Agreement is updated to set forth a specific agreement negotiated between the parties as to UVA expansions, the City should not authorize any existing City utility service to be discontinued to a specific property, or to an area of the City, in which City utilities are currently available.

As to the request for abandonment of the sewer line and easement at 600 Brandon Avenue: the Department of Utilities has no objection to this Agenda Item if two conditions are required:

(1) the status quo is maintained and the City continues to be the provider of both water and sewer service for the Subject Property (*subject to any different arrangement reached as part of a new agreement with UVA or an amendment/ renegotiation of the 1981 Agreement*), and

(2) UVA would agree to modify their proposed Utility Plan to rehabilitate the remaining 50 feet of existing City sewer line, by either: constructing a new lateral the entire length of the existing City line, or by rehabilitating the remaining 50 feet of City-owned line, to bring it up to current City standards, and grant the City an easement for the new, rehabilitated line.

Granting the Foundation's request under the above-referenced Conditions would allow the development to proceed in the same manner as any other private development: (i) buildings on the Subject Property would be served by the City's sewer system, through a private lateral connecting the buildings to a City-owned manhole, and (ii) the water service to the buildings would be provided by the City through City-owned distribution system.

If City Council votes to abandon the City-owned sewer line and the related sewer easement, then the City Attorney's Office will draft a Deed of Abandonment of Easement (substantially the same as the attached sample deed) to release the City's rights in the original sewer easement across the Property.

Community Engagement: A public hearing is required by law to give the public an opportunity to comment on the proposed disposition of a City-owned interest in real property (in this case, the City's sewer easement). Notice of such public hearing was advertised in the local newspaper at least 7 days in advance of this public hearing.

Budgetary Impact: None.

Alignment with City Council's Vision and Strategic Plan: Not applicable.

Recommendation: Approve the ordinance abandoning the above-described sanitary sewer easement.

Attachments: Request Letter from University of Virginia Foundation (with attachments);
Drawing of New Sewer Lateral Location
Proposed Ordinance; Plat of 1963 Easement; Proposed Deed



UNIVERSITY of VIRGINIA
FOUNDATION

September 5, 2017

Ms. Barbara Ronan
City Attorney's Office
P.O. Box 911
Charlottesville, VA 22902

Dear Ms. Ronan:

I am writing to request City Council approval for abandonment of the City owned sanitary sewer line and easement on the 600 Block of Brandon Ave, recorded on D.B. 245 P. 125. For your reference, I have attached an excerpt from the ALTA plat of Brandon Avenue as prepared by Lincoln Surveying annotating the sewer line and easement to be abandoned.

Currently, the UVA Foundation is demolishing the structures at 600 Brandon Avenue and will be transferring the property to the University of Virginia once demolition is complete. The sewer line in question only serves the 600 Brandon address and will no longer serve a purpose after demolition.

Upon the property transfer, UVA will begin construction of the new Upper Class Student Housing project and the existing sanitary sewer line and easement is located within the proposed building footprint. The new Upper Class Housing building will be served by a new lateral, which will tie into the existing City sanitary sewer manhole downstream. I have attached the utility plan from the Upper Class Student Housing project as prepared by Dewberry and Goody Clancy for your reference.

In order for the construction of this building to start at the end of this year, the Foundation requests that this matter to be considered by City Council as soon as practicable. Thanks in advance for your expeditious consideration in this matter. If you have any questions, please feel free to contact me at 434.982.4848 or by email at timrose@uvafoundation.com.

Sincerely,

A handwritten signature in black ink that reads "Tim R. Rose". The signature is written in a cursive style with a long horizontal line extending from the start of the name.

Tim R. Rose
Chief Executive Officer

Attachment 1: Excerpt of ALTA plat of Brandon Avenue by Lincoln Surveying
Attachment 2: Brandon Avenue Upper Class Student Housing utility plan by Dewberry and Goody Clancy

**AN ORDINANCE
AUTHORIZING THE ABANDONMENT OF
A SANITARY SEWER EASEMENT
GRANTED TO THE CITY ACROSS 600 BRANDON AVENUE**

WHEREAS, in 1963 the City acquired a permanent easement for installation of a sanitary sewer line across property currently owned by University of Virginia Foundation (“Foundation”) at 600 Brandon Avenue, designated on City Real Estate Tax Map 11 as Parcel 97.1 (“Subject Property”); and

WHEREAS, the existing sanitary sewer line only serves the buildings on the Subject Property; and

WHEREAS, the Foundation has requested abandonment of the above-described easement granted to the City in 1963, of record in the Charlottesville Circuit Court Clerk’s Office in Deed Book 245, Pages 125-126, because the Foundation plans to construct a new sewer line that would be owned and maintained by the owner of the Subject Property and that will serve as a lateral for conveyance of sewer from buildings located on the Subject Property to a City-owned main; and

WHEREAS, the City’s Department of Utilities has reviewed the request and has no objection to its release, upon the following two conditions:

(1) that the status quo is maintained as to the provision of water and sewer service at the Subject Property , i.e., the City will remain the sewer service provider for the Subject Property, as well as the water service provider, and the Subject Property shall not be served by a separate sewage collector system, or a water distribution system, owned, maintained and operated by UVA (unless and until the City and UVA specifically agree otherwise in the future, as part of a negotiated water and sewer service agreement); and

(2) UVA would agree to modify their proposed Utility Plan to rehabilitate the remaining 50 feet of existing City sewer line, by either: constructing a new lateral the entire length of the existing City line, or by rehabilitating the remaining 50 feet of City-owned line, to bring it up to current City standards, and grant the City an easement for the new, rehabilitated line.

WHEREAS, in accordance with Virginia Code Sec. 15.2-1800(B), a public hearing was held to give the public an opportunity to comment on the abandonment of this easement; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that, subject to the two conditions specified above, as requested by the Department of Utilities, this City Council does hereby abandon the existing City sewer line located on the Subject Property, and that the Mayor is hereby authorized to execute a Deed of Abandonment of Easement consistent with this Ordinance, in a form approved by the City Attorney, to abandon the sanitary sewer easement acquired by the City in 1963.

Prepared by S. Craig Brown, Esq. (VSB #19286)
Charlottesville City Attorney's Office
P.O. Box 911, Charlottesville, Virginia 22902

Tax Map Parcel 110097100 (600 Brandon Ave)

This deed is exempt from state recordation taxes imposed by Virginia Code §58.1-802 pursuant to Virginia Code §58.1-811(C)(4).

THIS DEED OF ABANDONMENT OF EASEMENT made this _____ day of _____, 2017, from the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (hereinafter, the "CITY"), GRANTOR, to **UNIVERSITY OF VIRGINIA FOUNDATION**, GRANTEE, whose address is P.O. Box 400218, Charlottesville, Virginia 22904.

WITNESSETH:

WHEREAS, GRANTEE is the owner of certain real property in the City of Charlottesville, Virginia, addressed as 600 Brandon Avenue, and designated on City Real Estate Tax Map 11 as Parcel 97.1 (the "Property"); and

WHEREAS, by recordation of a deed of easement dated September 9, 1963, of record in the Charlottesville Circuit Court Clerk's Office in Deed Book 245, Pages 125-126, the CITY was conveyed a permanent easement and right of way for the installation and maintenance of sanitary sewer facilities across the Property; and

WHEREAS, GRANTEE has requested the City to abandon and release the above-described sanitary sewer easement granted to the City in 1963, as it is no longer necessary for access, maintenance, or repair of the sanitary sewer facilities; and

WHEREAS, the CITY has agreed to abandon and release the 1963 sewer easement as requested by GRANTEE, after holding a public hearing, advertised in accordance with Virginia Code Sec. 15.2-1800(B), and adoption of an Ordinance by the Charlottesville City Council on _____, 2017.

WITNESSETH:

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00), receipt of which is hereby acknowledged, the CITY does hereby VACATE, ABANDON, QUITCLAIM and RELEASE all its right, title and interest in and to the sanitary sewer easement acquired by the CITY by deed dated September 9, 1963, shown on a plat attached to said instrument at Deed Book 245, pages 125-126 in the Charlottesville Circuit Court Clerk's Office.

IN WITNESS WHEREOF, the City of Charlottesville has caused this deed to be executed by its Mayor, pursuant to an Ordinance adopted by City Council on _____, 2017.

WITNESS the following signature.

GRANTOR:

CITY OF CHARLOTTESVILLE, VIRGINIA

By: _____
A. Michael Signer, Mayor

APPROVED AS TO FORM:

S. Craig Brown, City Attorney
City of Charlottesville, Virginia

COMMONWEALTH OF VIRGINIA
CITY OF CHARLOTTESVILLE

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by A. Michael Signer, Mayor, on behalf of the City of Charlottesville, Virginia.

NOTARY PUBLIC
Registration #: _____
My commission expires: _____

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 20, 2017
Action Requested:	Approve Ordinance
Presenter:	Brenda Kelley, Redevelopment Manager
Staff Contacts:	NDS: Alex Ikefuna, Stacy Pethia City Manager's Office: Brenda Kelley, Mike Murphy Finance Department: Chris Cullinan City Treasurer: Jason Vandever City Attorney's Office: Lisa Robertson
Title:	Land Bank Corporation

Background:

At its meeting on July 17, 2017, the City Council instructed staff to investigate the viability of the City creating a Land Bank Corporation, as recently allowed by state law, to be used as one additional tool to assist with encouraging the development of affordable housing.

What Some Other States Have Done

A land bank is typically created in order to sell or convey property through locally developed policies that reflect the community's priorities. States like Michigan, Ohio and New York have specifically authorized land banks due to the extremely high number of vacant and abandoned properties in order to more directly control returning these properties back to useful occupancy and tax base without the undue burden of a repeating cycle. Other communities utilize land banks to assist with redevelopment efforts and development of affordable housing. City Council has specifically requested staff to research the viability of creating a land bank entity to assist with the future development of affordable housing. This can be identified as a priority in the creation and function of a land bank entity.

Alabama – In 2009, Alabama passed the original legislation, revising this legislation in 2013- now known as the Act of Alabama 2013-249 - to broaden the powers of the Land Bank Authority. This revised legislation broadened the powers by allowing: acquiring title to property, not only by tax-delinquent properties, but also by purchase, donation or exchange the transfer of the state's interest in tax delinquent properties that have been held by the state for at least five years; and to institute quiet title actions to clear title on property; and addresses the ways in which properties may be disposed of whose title issues have been cleared; and provides for the creation of local authorities by establishing an intergovernmental cooperation agreement to transfer property between the Alabama Land Bank Authority and a local land bank authority.

Georgia – In 1990, Georgia General Assembly passed the original land bank legislation, revising this

legislation with the new Georgia Land Bank Act in 2012. The revised legislation allowed for a new era of regional collaboration, focused initiatives on particular problem properties, and the conversion of vacant spaces into vibrant places.

Kentucky – In 1988, Kentucky passed legislation permitting Landbank Authority. The state is currently reviewing legislation to revise the 1988 legislation to allow the land bank to issue bonds, keep proceeds of any sale of property and receive a portion of the property taxes generated, and would allow the city to stop selling property tax liens in certain neighborhoods targeted for redevelopment. In Kentucky, an interlocal cooperation agreement with the state, the Board of Education and the community is required to establish a Land Bank Authority.

Michigan – In 2003, Michigan passed legislation called the Land Bank Fast Track Act which authorized land banks in the state to address needs to strengthen and revitalize the economy of the state and local units of government.

New York – In 2012, New York passed legislation that permits 25 municipalities to apply for and create land bank corporations that will take control of, and redevelop, vacant, abandoned or tax-delinquent properties to productive use.

Ohio – In 2004, Ohio passed the Land Reutilization Program legislation to allow public or community-owned land bank entities to acquire, manage, maintain, and repurpose vacant, abandoned, tax-delinquent and foreclosed properties.

In 2016 the General Assembly adopted legislation authorizing a locality, by ordinance, to create a land bank entity as a corporation, for the purpose of assisting the locality to address vacant, abandoned and tax delinquent properties. A Land Bank can sue and be sued in its own name (including actions to clear title to property); can borrow money from private lenders as well as the locality; can enter into contracts; can manage rental property; can sell property; can design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property; can enter into collaborative relationships with municipalities, and other public and private entities for the ownership, management, development and disposition of real property; and may acquire or accept transfers of real estate from any source, including a locality. Within an ordinance creating a Land Bank, a locality may establish a ranking of priorities for the use of real property conveyed by a Land Bank to third parties, including: affordable housing; public spaces; retail, commercial, industrial activities; or preservation of historic properties. Significantly, a locality may remit to the Land Bank up to 50% of real estate taxes collected on real property acquired by a person from the Land Bank, for a period of up to 10 years after the conveyance.

One of the potential benefits of a land bank entity is the ability to incentivize the transfer of tax delinquent and other properties into ownership of individuals who will rehabilitate and utilize those properties for desirable purposes. A properly funded land bank could acquire a tax delinquent property at auction. Once acquired by the land bank, that property could only be sold for certain purposes, and post-sale, a portion of the real estate taxes from that property can be earmarked as a source of ongoing funding for the Land Bank. The City of Charlottesville does not have a large inventory of tax delinquent properties. Currently there are approximately 7 properties in the multiple years tax delinquent/judicial sale process; approximately 6 properties that are judicial sale candidates; and approximately 25 properties that are delinquent multiple years but not yet eligible for judicial sale. As of July 2017 there are approximately 161 properties with delinquent taxes. Of those 161 parcels, approximately 68 parcels appear to be owner-occupied properties, 10 appear to be commercial properties and 10 appear to be unusable strips of land. Properties are not eligible to go

to the judicial sale process until taxes are a minimum of two years delinquent. It must be noted however, that a Land Bank is not limited by law as to how it may acquire property. The Land Bank may purchase or accept donations of tax delinquent properties, purchase or accept donations of blighted properties, and may enter into purchase agreements with private landowners. The benefit of a Land Bank is the ability to assemble parcels of land which, once they come into the ownership of the Land Bank, may be rehabilitated, developed and sold for purposes specified in the Ordinance adopted by a locality.

Discussion:

Attached is an ordinance proposed by staff for your consideration. It is our recommendation that Council establish the Land Bank as a non-profit corporation, and that the board of directors be City Officials best suited for acquisition, disposition of the properties once acquired, resource allocation, planning and redevelopment. The benefits of this proposed arrangement are that the City would truly be implementing a new tool, in a new manner, as opposed to recycling arrangements similar to those which the City has had with various existing nonprofits and public entities in past decades. Also, the structure of this type of corporation, and the conflicts of interest provisions in the enabling legislation, will ensure that the board of directors of the corporation are not business entities or nonprofits who might have competing interests in the financial assets of the corporation.

The initial Board of Directors would be:

- City Manager, or designee
- Director of Neighborhood Development Services
- City Finance Director

The initial Board of Directors, with cooperation and assistance from the City government, would prepare and file all of the paperwork to duly constitute the nonprofit corporation. Once that is done, and the corporation is ready to commence its activities, the initial Board members would then select two additional board members from the private sector, one (1) member to be from each of the following categories:

- A banking/finance professional experienced in the financing of commercial and multifamily residential development, and
- A member of the Charlottesville Albemarle Association of Realtors

Thereafter, when there is a vacancy in the Private Sector board seats, then the governing board would be responsible for seeking and approving the appointment of qualified private-sector individuals to serve on the board.

- The CLBC would initially be staffed by the Redevelopment Manager in the City Manager's Office.
- The priorities for disposition of properties will be as follows:
 - Affordable housing plans and other projects adopted or supported by the City of Charlottesville
 - Individuals who meet the criteria who wish to acquire property for owner-occupied affordable housing
 - For-profit or not-for-profit corporations that meet the criteria and that intend to rehabilitate or develop affordable housing
 - Individuals who meet the criteria and who own and occupy residential property for purposes of a side-lot disposition program (vacant lots that don't meet developable zoning standards)

Staff recommendation:

- Create the Charlottesville Land Bank Corporation (CLBC) - this would be a non-profit corporation, separate and apart from the City government, but subject to governance by both public officials and private experts, in the nature of a type of public/ private partnership

Alignment with City Council's Vision and Strategic Plan:

This project supports City Council's visions of Quality Housing Opportunities for All, and Smart, Citizen-Focused Government. It contributes to the following Goals and Objectives of the City's Strategic Plan FY2018-2020:

- Goal 1: An Inclusive Community of Self-sufficient Residents
 - 1.3: Increase affordable housing options

Community Engagement:

There is no community engagement as this request is to establish a non-profit entity.

Budgetary Impact:

No additional funds will be appropriated at this time. It is anticipated that funding will be allocated through the FY 2017 Year End Appropriation process in an approximate amount of \$120,000. Filing fees, Board insurance, increased city audit costs and property acquisition funding are expenses to be covered through the allocation in December.

Recommendation:

Staff recommends approval of this Ordinance.

Alternatives:

The City Council may decide not to approve staff recommendation; however, this will limit the City's access to this available tool designed to spur and encourage more creation of affordable housing.

Attachments:

Authorizing Ordinance

Copy of state statute authorizing a Land Bank Corporation

ORDINANCE
**CREATING THE CITY OF CHARLOTTESVILLE LAND BANK CORPORATION AS A
NONPROFIT, NONSTOCK CORPORATION; ESTABLISHING A BOARD OF DIRECTORS;
ESTABLISHING THE POWERS OF THE CORPORATION AND PROVIDING GENERAL
PROVISIONS RELATING TO THE OPERATION OF THE CHARLOTTESVILLE LAND
BANK**

Pursuant to authorizing legislation set forth within Virginia Code §§ 15.2-7500 et seq., and following a public hearing held pursuant to Virginia Code § 15.2-7502, **IT SHALL BE AND IS HEREBY ORDAINED AND ENACTED** the City Council for the City of Charlottesville as follows:

1. Findings

The Charlottesville City Council finds that the social and economic vitality of the City of Charlottesville is adversely affected by a deficit of affordable housing within the jurisdiction of the City, and by the existence of vacant, abandoned, blighted and tax delinquent properties. The purpose of this Ordinance is to serve a public necessity and the interests of the general welfare of City residents, by facilitating the return of vacant, abandoned, blighted and tax delinquent properties to productive use, and by establishing a legal entity whose sole purpose is to partner with the City government to facilitate the productive use of such properties, and the acquisition and transfer of these and other properties to individuals and entities who can create affordable housing and economic growth within the City.

2. Authority

This ordinance is adopted in accordance with the provisions of Virginia's Land Bank Entities Act, §§ 15.2-7500 et seq. of the Code of Virginia (1950), as amended ("Va. Code").

3. Authorization and Establishment

(A) The Charlottesville City Council hereby authorizes the creation of a nonprofit, nonstock corporation, created under Chapter 10 (§§ 13.1-801 et seq.) of Title 13.1 of the Va. Code, to be named the "Charlottesville Land Bank Corporation" and hereby establishes the same as a separate legal entity for the purposes of acting as a Land Bank under the provisions of Virginia's Land Bank Entities Act and implementing and administering the terms of this Ordinance. The Charlottesville Land Bank Corporation shall exist until terminated and dissolved in accordance with the terms of this Ordinance.

(B) Initially, the principal office of the corporation shall be at 605 East Main Street (P.O. Box 911), Charlottesville, Virginia, 22902. Thereafter, the governing board of the corporation may change the location of its principal office.

(C) The Charlottesville Land Bank Corporation is considered a public instrumentality of the City; accordingly, the Charlottesville Land Bank Corporation shall not be required to pay any taxes upon any property acquired or used by the Land Bank under the provisions of this Ordinance.

4. Powers

The Charlottesville Land Bank Corporation shall have all of the powers enumerated and authorized within Va. Code § 15.2-7506, as amended.

5. Acquisition of Property

The Charlottesville Land Bank Corporation may acquire real property or interests in real property by any means and in any manner authorized by Va. Code § 15.2-7507 or other provisions of Virginia's Land Bank Entities Act. The Charlottesville Land Bank Corporation shall neither possess nor exercise the power of eminent domain.

6. Financing of Operations

(A) The Charlottesville Land Bank Corporation may receive funding, and may receive and retain payments, in accordance with the provisions of Va. Code § 15.2-7509.

(B) Fifty percent (50%) of the real property taxes collected on real property conveyed from the Land Bank to a transferee shall be remitted by the City to the Land Bank. This allocation of City real estate tax revenue shall commence with the first taxable year following the date of conveyance from the Land Bank and shall continue for a period of ten (10) years thereafter.

7. Use and Disposition of Property

(A) The Charlottesville Land Bank Corporation shall hold in its own name all real property acquired by it, regardless of the identity of the transferor of such property, and shall hold, use and dispose of such property in accordance with Va. Code § 15.2-7508 or other provisions of Virginia's Land Bank Entities Act.

(B) The governing board of the Charlottesville Land Bank Corporation shall adopt policies and procedures governing the use and disposition of real property interests. Real property or interests in real property shall be conveyed in accordance with this Ordinance and the Virginia Land Bank Entities Act, for use in accordance with the following priorities, in the order stated:

- (i) use for affordable housing in accordance with city programs and policies
- (ii) use for retail, commercial or industrial activities
- (iii) preservation or rehabilitation of historic properties within a major design control district
- (iv) use for public spaces and places
- (v) such other uses, and in such other priority, as the City Council may hereafter determine, from time to time.

(C) The governing board of the corporation shall establish policies and procedures to regulate the disposition of property, which shall specify the general terms and conditions for consideration to be received by the Land Bank for the transfer of real property and interests in real property.

(i) The board shall determine the amount and form of consideration necessary to convey, exchange, sell, transfer, lease, grant or mortgage interests in real property. Consideration may take the form of monetary payments and secured financial obligations, covenants and conditions related to the present and future use of property, contractual commitments of the transferee, and other forms of consideration as determined by the board to be in the best interest of the Land Bank.

(ii) Market Value shall be determined by up-to-date data, and by using valuation method(s) that the governing board determines is most appropriate given the particular condition of a property and the surrounding real estate market. Nominal or reduced price disposition shall be an option for any property owned by the corporation; however, in calculating a reduced sales price:

- (a) Any discount shall take into account the substantiality of the benefit provided by the proposed use, and the amount of support needed to make a project both initially financially feasible and continually sustainable as indicated in financial *pro formas* provided to the Land Bank; and
- (b) For housing projects serving households at a mix of income levels, the Land Bank may count the number of low and moderate income households served and provide proportionate discounting.

(iii) The Land Bank shall enforce any provisions agreed upon as conditions of sale between a transferee and the Land Bank, through legally binding mechanisms, including but not limited to deed restrictions, covenants, and mortgages.

(D) The Charlottesville Land Bank Corporation is authorized to discharge liens and other municipal claims, charges or fines, and may seek to enter into agreements with City officials for such discharges against the properties that it acquires. For the duration of time that a property is held by the Charlottesville Land Bank Corporation, the corporation may abate all real estate taxes, water and sewer charges and other municipal charges and, to the extent necessary, may seek abatement or non-taxable status from other government entities.

(E) Requirements which may be applicable to the disposition of real property and interests in real property by the City of Charlottesville shall not be applicable to the disposition of real property and interests in real property by the Charlottesville Land Bank Corporation.

8. Governance

(A) *Governing board*—the Charlottesville Land Bank Corporation shall be governed by a board of directors comprised of five (5) members, as follows:

- (i). The Charlottesville City Manager, or an individual designated by the City Manager to serve on the board as his or her representative (“designee”), in either case: this member’s term shall coincide with the term of employment of the City Manager;
- (ii). The City’s Finance Director and Director of Neighborhood Development Services; each of these two members shall serve a term that coincides with his or her term of employment; and
- (iii). The Charlottesville Area Association of Realtors, which shall designate an individual realtor or broker from the private for-profit sector, to serve as its representative on the governing board; this member’s term shall be for a period of four (4) years, effective on the date on which the board of the Charlottesville Land Bank Corporation acts by majority vote to accept the member’s initial designee; and
- (iv). A lending institution which has financed residential or commercial development in the City, to be selected by the Board members listed in (i) through (iii). This lending institution shall designate one of its officers to serve as its representative on the governing board. This member’s term shall be for a period of four (4) years, effective on the date on which the board of directors acts by majority vote to accept the member’s initial designee.

Each member shall continue to serve until his or her successor has been appointed. Successors shall be selected in the same manner as set forth within 8(A)(i) through (iv), above .

(B) *Authorization of Initial Board actions*—the Initial Board Members shall be those referenced in 8(A)(i) and (ii), above. The Initial Board Members shall have authority to take all actions as are necessary to create and activate the corporation as a nonprofit, nonstock corporation under Chapter 10 (§13.1-801 et seq.) of Title 13.1 of the Va. Code. Once the corporation has been duly organized in accordance with the laws of the Commonwealth of Virginia, the Initial Board Members shall take such actions as are necessary to obtain the two additional members referenced in 8(A)(iii) and (iv), above.

The Charlottesville Land Bank Corporation shall not acquire any right, title, or interest in any real property, until such time as the corporation has been duly organized and the five-member governing board has been duly constituted and has approved written bylaws for the regulation of the corporation's affairs and the conduct of its business.

(C) *Quorum*—three members shall constitute a quorum, and the vote of a majority of such quorum shall be necessary for any action taken by the land bank entity. No vacancy in the membership of the board shall impair the right of a quorum to exercise all of the rights and to perform all of the duties of the land bank entity.

(D) *Financial interests of board members and employees prohibited*—

- (i). No member of the board, nor any employee of the corporation, shall acquire any interest, direct or indirect, in any real property of the corporation, in any real property to be acquired by the corporation, or in any real property to be acquired from the corporation.
- (ii). No member of the board, nor any employee of the corporation, shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished to or used by the corporation.
- (iii). The board may, within its written bylaws, adopt supplemental rules and regulations, not in conflict with this ordinance or the Land Bank Entities Act, addressing potential conflicts of interest and ethical guidelines for members of the board and employees of the corporation.

(E) *Miscellaneous*—

- (i). The governing board shall elect officers to serve as Chair, Vice-Chair, and Secretary. The secretary for the board need not be a member of the board. The City's Finance Director shall serve as the Treasurer of the corporation, through December 31, 2021 (Initial Treasurer's Term). Thereafter, the governing board shall elect a Treasurer at the same time it elects its other officers; the elected Treasurer need not be a member of the board. Except for the Initial Treasurer's Term, officers shall serve one-year terms and may be re-elected to serve successive one-year terms. The duties of officers shall be established by the board within its bylaws.
- (ii). Members shall serve without compensation; however, a member may seek reimbursement for reasonable expenses incurred in performance of duties relating to the business of the Land Bank.

- (iii). The corporation shall obtain insurance to defend and indemnify it, its board members, officers, and its employees with respect to claims or judgments arising out of activities performed on behalf of the Land Bank.

9. Staffing

- (A) The Charlottesville Land Bank Corporation may employ individuals and may retain consultants, including, without limitation: an executive director, legal counsel, land planners, and technical experts.
- (B) The corporation may also enter into agreements with the City of Charlottesville, for the City to provide staffing or other services to the Land Bank, and/or for the Land Bank to provide staffing or other services to the City.
- (C) The City Manager and other city officials, as may be required by the City Manager, are hereby directed to take any and all actions necessary to effectuate the provisions of this Ordinance and the creation of the Charlottesville Land Bank Corporation.

10. Participation by other Jurisdictions

Other localities within the Thomas Jefferson Planning District may be added as participants in the Land Bank, by concurrent ordinances adopted by the Charlottesville City Council and the governing body(ies) of such other locality(ies), in accordance with Va. Code § 15.2-7501.

11. Dissolution

The Charlottesville Land Bank Corporation may be dissolved in accordance with the provisions of Va. Code § 15.2-7511.

12. Miscellaneous

- (A) The Charlottesville Land Bank Corporation shall not expend any public funds on political activities. Subject to the foregoing, the provisions of this paragraph are not intended to prohibit the Land Bank from engaging in activities authorized by applicable law.
- (B) No provision of this Ordinance is intended, nor shall it be construed, as a waiver by the City of any governmental immunity available to the City, its officials, officers or employees, or to the Charlottesville Land Bank Corporation, under any applicable law.
- (C) In the event any provision, section, sentence, clause, or part of this Ordinance shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect or impair any of the remaining provisions, sections, sentences, clauses or parts of this Ordinance; it being the intent of this City Council that the remainder of the Ordinance shall be and shall remain in full force and effect.
- (D) This Ordinance shall become effective on the date enacted, as provided by the laws of the Commonwealth of Virginia.

DULY ORDAINED AN ENACTED the _____ day of _____, 2017, by the Council of the City of Charlottesville, Virginia, in lawful session duly assembled.

ATTEST:

Paige Rice, Clerk of City Council

Code of Virginia

Title 15.2. Counties, Cities and Towns

Chapter 75. Land Bank Entities Act

§ 15.2-7500. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Act" means this chapter, the Land Bank Entities Act (§ 15.2-7500 et seq.).

"Authority" means any political subdivision, a body politic and corporate, created, organized, and operated pursuant to the provisions of the Act.

"Board of directors" or "board" means the board of directors of an authority or a corporation.

"Corporation" means any nonprofit, nonstock corporation created under Chapter 10 (§ 13.1-801 et seq.) of Title 13.1 and operated pursuant to the provisions of the Act.

"Existing nonprofit entity" means any nonprofit organization that is exempt from taxation under § 501(c)(3) of the Internal Revenue Code and eligible to receive donations from a locality pursuant to § 15.2-953.

"Land bank entity" means any authority, corporation, or existing nonprofit entity established or designated by a locality to carry out the purposes of the Act.

"Real property" means lands, structures, and any and all easements and every estate and right therein, legal and equitable, including terms for years and liens by way of judgment, mortgage, or otherwise, and any and all fixtures and improvements located thereon.

2016, cc. 159, 383.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7501. Creation of land bank entities by localities.

A. Subject to a public hearing held pursuant to § 15.2-7502, a locality may by ordinance, or two or more localities may by concurrent ordinances, create a land bank entity as either an authority or a corporation, under an appropriate name and title, for the purpose of assisting the locality to address vacant, abandoned, and tax delinquent properties. Other localities may join the authority or corporation as provided in the ordinance.

An authority created pursuant to the Act shall be created as a public body corporate and as a political subdivision of the Commonwealth. A corporation created pursuant to the Act shall be a nonprofit, nonstock corporation created under Chapter 10 (§ 13.1-801 et seq.) of Title 13.1.

B. Each ordinance shall include the following:

1. The name of the authority or corporation and the address of its principal office;
2. The name of each locality creating the authority or corporation;
3. The purpose for which the authority or corporation is created; and
4. The names, addresses, and terms of office of the initial members of the board of directors of

the authority or corporation.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7502. Public hearing required prior to creation or designation of a land bank entity.

The governing body of a locality shall not adopt an ordinance creating a land bank entity pursuant to § [15.2-7501](#) or designating an existing nonprofit entity pursuant to § [15.2-7512](#) until notice of intention to do so has been published once a week for two successive weeks in some newspaper published or having general circulation in the locality. The notice shall specify the time and place of a hearing at which affected or interested persons may appear and present their views, not less than five days nor more than 21 days after the second advertisement appears in such newspaper. After the public hearing has been conducted pursuant to this section, the governing body shall be empowered to create a land bank entity or designate an existing nonprofit entity.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7503. Board of directors; qualifications; terms; vacancies; compensation and expenses.

A. Each land bank entity created pursuant to the Act shall be governed by a board of not less than five members appointed by the governing body of the participating locality. When a land bank entity is created by two or more localities, the governing body of each locality shall appoint at least two members, one of whom may be a member of the governing body. After initial staggered terms, the term of all board members shall be four years. When one or more additional localities join an existing land bank entity, each of such participating localities shall be represented by not less than two members on the board. The first members shall be appointed immediately upon the admission of the locality into the land bank entity in the same manner as were the initial members of the land bank entity.

B. The board shall elect one of its members to serve as chairman and one of its members to serve as vice-chairman and shall elect a secretary and a treasurer who need not be members of the board. The offices of secretary and treasurer may be combined. A majority of the members of the board shall constitute a quorum, and the vote of a majority of such quorum shall be necessary for any action taken by the land bank entity. No vacancy in the membership of the board shall impair the right of a quorum to exercise all the rights and perform all the duties of the land bank entity.

C. The localities that created or thereafter join the land bank entity, by ordinance or concurrent ordinances, may provide for the payment of compensation to the members of the board and for the reimbursement to each member of the land bank entity the amount of his actual expenses necessarily incurred in the performance of that member's duties.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7504. Executive director; staff.

The board may appoint an executive director, who shall be authorized to employ such staff as necessary to enable the land bank entity to perform its duties as set forth in the Act. The board is authorized to determine the duties of such staff and to fix salaries and compensation from such funds as may be received or appropriated.

The land bank entity may enter into contracts and agreements with a locality for staffing services to be provided to the land bank entity.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7505. Financial interests of board members and employees prohibited.

A. No member of the board or employee of the land bank entity shall acquire any interest, direct or indirect, in real property of the land bank entity, in any real property to be acquired by the land bank entity, or in any real property to be acquired from the land bank entity.

B. No member of the board or employee of a land bank entity shall have any interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished to or used by a land bank entity.

C. The board may adopt supplemental rules and regulations addressing potential conflicts of interest and ethical guidelines for members of the board and employees of the land bank entity.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7506. Powers of land bank entity.

A. The land bank entity shall have the power to:

1. Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business;
2. Sue and be sued in its own name and plead and be interpleaded in all civil actions, including actions to clear title to property of the land bank entity;
3. Adopt a seal and alter the same at its pleasure;
4. Borrow money from private lenders, localities, or the state or from federal government funds, as may be necessary, for the operation and work of the land bank entity;
5. Procure insurance or guarantees from the Commonwealth or federal government of the

payments of any debts or parts thereof incurred by the land bank entity and pay premiums in connection therewith;

6. Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers;

7. Enter into contracts and other instruments necessary, incidental, or convenient to the performance of functions by the land bank entity on behalf of localities or agencies or departments of localities or to the performance by localities or agencies or departments of localities of functions on behalf of the land bank entity;

8. Make and execute contracts and other instruments necessary or convenient to the exercise of the powers of the land bank entity;

9. Procure insurance against losses in connection with the real property, assets, or activities of the land bank entity;

10. Invest funds of the land bank entity, at the discretion of the board, in instruments, obligations, securities, or real property determined proper by the board and name and use depositories for its funds;

11. Enter into contracts for the management of, the collection of rent from, or the sale of real property of the land bank entity;

12. Design, develop, construct, demolish, reconstruct, rehabilitate, renovate, relocate, and otherwise improve real property or rights or interests in real property;

13. Fix, charge, and collect rents, fees, and charges for the use of real property of the land bank entity and for services provided by the land bank entity;

14. Grant or acquire a license, easement, lease, or option with respect to real property of the land bank entity;

15. Enter into partnerships, joint ventures, and other collaborative relationships with municipalities and other public and private entities for the ownership, management, development, and disposition of real property;

16. Accept grants and donations from any source, as may be necessary, for the operations of the land bank entity;

17. Accept real estate from any source, subject to the limitations and restrictions set out in § [15.2-7507](#);

18. Make loans or provide grants to carry out activities consistent with the purposes of the land bank entity; and

19. Do all other things necessary or convenient to achieve the objectives and purposes of the land bank entity or other laws that relate to the purposes and responsibility of the land bank entity.

B. The land bank entity shall neither possess nor exercise the power of eminent domain.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section

may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7507. Acquisition of property.

A. The land bank entity may acquire real property or interests in real property by gift, devise, transfer, exchange, purchase, or otherwise on terms and conditions and in a manner the land bank entity considers proper.

B. In addition to the powers granted in subsection A, the land bank entity may acquire real property by purchase contracts, lease purchase agreements, installment sales contracts, land contracts, and pursuant to the sale or other conveyance of real property under Article 4 (§ 58.1-3965 et seq.) of Chapter 39 of Title 58.1.

C. The land bank entity may accept transfers or conveyances from a locality upon such terms and conditions as agreed to by the land bank entity and the locality. Notwithstanding any other law to the contrary, any locality may transfer or convey to the authority real property and interests in real property of the locality on such terms and conditions and according to such procedures as determined by the locality.

D. The land bank entity shall maintain all of its real property in accordance with the laws and ordinances of the jurisdiction in which the real property is located.

2016, cc. 159, 383.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7508. Disposition of property.

A. The land bank entity shall hold in its own name all real property acquired by the land bank entity regardless of the identity of the transferor of such property.

B. The land bank entity shall maintain and make available for public review and inspection an inventory of all real property held by the land bank entity.

C. The land bank entity shall determine and set forth in policies and procedures of its board the general terms and conditions for consideration to be received by the land bank entity for the transfer of real property and interests in real property, which consideration may take the form of monetary payments and secured financial obligations, covenants, and conditions related to the present and future use of the property; contractual commitments of the transferee; and such other forms of consideration as determined by the land bank entity to be in the best interest of the land bank entity.

D. The land bank entity may convey, exchange, sell, transfer, lease as lessee, grant, and release any and all interests in, upon, or to real property of the land bank entity.

E. A locality may, in its ordinance creating a land bank entity:

1. Establish a ranking of priorities for the use of real property conveyed by a land bank entity, including (i) use for purely public spaces and places; (ii) use for affordable housing; (iii) use for retail, commercial, or industrial activities; (iv) preservation or rehabilitation of historic

properties within historic areas as defined in § 15.2-2201; and (v) such other uses and in such priority as determined by the participating locality;

2. Require that any particular form of disposition of real property, or any disposition of real property located within specified jurisdictions, be subject to specified voting and approval requirements of the board. Except and unless restricted or constrained in this manner, the board may delegate to officers and employees of the land bank entity the authority to enter into and execute agreements, instruments of conveyance, and all other related documents pertaining to the conveyance of real property by the land bank entity; and

3. Require that the acquisition, management, and disposition of any historic property as designated by the locality in accordance with § 15.2-2306 or within a historic area as defined in § 15.2-2201 be considered subject to the requirements of § 15.2-2306.

2016, cc. 159, 383.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7509. Financing of operations.

A. A land bank entity may receive funding through grants and loans from the locality or localities that created or are currently participating in the land bank entity, the Commonwealth, the federal government, and other public and private sources.

B. A land bank entity may receive and retain payments for (i) services rendered, (ii) rents and lease payments received, (iii) consideration for disposition of real and personal property, (iv) proceeds of insurance coverage for losses incurred, (v) income from investments, and (vi) any other asset and activity lawfully permitted to a land bank entity under the Act.

C. Up to 50 percent of the real property taxes collected on real property conveyed by a land bank entity may be remitted to the land bank entity. Such allocation of property tax revenues shall commence with the first taxable year following the date of conveyance and continue for a period of up to 10 years.

2016, cc. 159, 383.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7510. Exemption from taxes or assessments.

The land bank entity is hereby declared to be performing a public function on behalf of the locality with respect to which the land bank entity is created and to be a public instrumentality of such locality. Accordingly, the land bank entity shall not be required to pay any taxes upon any property acquired or used by the land bank entity under the provisions of the Act.

2016, cc. 159, 383.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose

provisions have expired.

§ 15.2-7511. Dissolution of land bank entity.

A. A land bank entity may be dissolved 60 calendar days after an affirmative resolution is approved by two-thirds of the membership of the board. Sixty calendar days' advance written notice of consideration of a resolution of dissolution shall be (i) given to all governing bodies that created or are currently participating in the land bank entity, (ii) published in a local newspaper of general circulation, and (iii) sent by certified mail to the trustee of any outstanding bonds of the land bank entity. Upon dissolution of the land bank entity, all real property, personal property, and other assets of the land bank entity shall become the assets of the locality or localities that created the land bank entity. In the event that two or more localities create or are participating in a land bank entity, the withdrawal of one or more participating localities shall not result in the dissolution of the land bank entity unless the intergovernmental agreement so provides and no participating locality desires to continue the existence of the land bank entity.

B. No land bank entity shall be dissolved unless all obligations and debts of such land bank entity have been lawfully satisfied or otherwise provided for.

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 15.2-7512. Designation of existing nonprofit entities to carry out the functions of a land bank entity.

A. Subject to a public hearing held pursuant to § [15.2-7502](#), a locality may by ordinance designate an existing nonprofit entity and its governing board to carry out the functions of a land bank entity. The ordinance shall include a finding by the locality that the governance structure, articles of incorporation, charters, bylaws, and other corporate documents are sufficient to authorize the designated existing nonprofit entity to carry out the provisions of the Act.

B. An existing nonprofit entity designated pursuant to this section shall not be required to comply with the provisions of § [15.2-7503](#).

2016, cc. [159](#), [383](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

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**CITY OF CHARLOTTESVILLE, VIRGINIA.
CITY COUNCIL AGENDA**



Agenda Date:	November 20, 2017
Action Required:	Resolution
Staff Contacts:	Stacy Pethia, Housing Program Coordinator
Presenter:	Stacy Pethia, Housing Program Coordinator
Title:	Implementation Plan for the Charlottesville Landlord Risk Reduction Fund -- \$75,000

Background:

On June 19, 2017, City Council approved the Housing Advisory Committee's recommendation for the creation of a landlord risk reduction fund for the City of Charlottesville. At that time, Council members instructed City staff to develop an implementation strategy for the fund; that strategy is presented below.

Discussion:

Landlord risk reduction funds provide financial assurances to landlords concerned about additional risks often (unfairly) associated with low-income family tenancies (e.g., excessive damage to property, lost rent, or eviction costs)¹. Cities across the country are employing such programs as tools to increase housing options for low-income households experiencing high barriers to housing. A study conducted by a University of Minnesota graduate student for Housing Minnesota Finance Agency², found that since 2009, the nine programs reviewed have provided assistance to approximately 550 landlords (78 per year), with landlord claims ranging from an average low of \$525 to an average high of \$3,638. Each organization interviewed for the study identified the risk mitigation fund as a useful tool for recruiting landlords to affordable housing programs. One attractive quality of the reviewed programs is that the fund enhanced landlord recruitment despite low utilization of each fund. A sample of landlord risk reductions programs managed by other cities is provided in the following table:

¹(2017) "Cities Have a New Target for Ending Homelessness: Landlords".

<http://www.governing.com/topics/health-human-services/gov-boston-dc-landlord-assistance-risk-housing-homeless.html>

² Hiler, Hattie (2016). *Landlord Risk Mitigation Funds: A Literature and Design Review*. Minnesota Housing Finance Agency. St. Paul, MN.

Sampling of Landlord Risk Reduction Programs

Program	Locality	Years in Operation	Fund Capacity
Allegheny County Landlord Risk Mitigation Fund	Allegheny County, PA	2017 (in development)	\$50,000 grant from Pennsylvania Housing Finance Agency
Housing Austin Fund	Austin, TX	2016 – present	Not Available
Landlords Opening Doors	Denver, CO	2014 – present	\$65,000 in local municipality funding and private donations
Landlord Risk Mitigation Fund	Lancaster, PA	2013 – present	Not Available
Its All About the Kids	Minneapolis, MN	2001 – 2012	\$30,000 from Lutheran Social Services
Housing Broker Services	Norfolk, VA	2007 – 2010 2012 – present	\$12,500 community foundation grant \$25,000 grant from National Alliance to End Homelessness
Housing Choice Voucher Landlord Guarantee Program	State of Oregon	2014 – present	Initial \$475,000 budget allocation in 2014. Additional \$300,000 allocation in 2015-2017 budget
Landlord Liaison Project	Seattle, WA	2009 – present	\$1 million from King County budget

Locally, the Charlottesville Landlord Risk Reduction Fund (CLRRF) would be used to encourage private market landlords to provide affordable rental units to households participating in one of several rental assistance programs. Landlords would be able to access the fund to help cover the cost of unit repair, in exchange for agreeing to re-let the unit to another rent assisted household. The goals of the CLRRF, as outlined below, are: to reduce private market landlord concerns regarding rental income loss due to property damage, preserve the number of rental units available in the City to low-income households, and increase the

number of City landlords willing to lease affordable rental units to low-income families. While the full program structure is provided as an attachment to this memo, key features of the program include:

1. Assistance will be targeted towards households receiving rental assistance through the following programs:
 - The Housing Choice Voucher program as administered by the Charlottesville Redevelopment and Housing Authority;
 - The HUD-VASH voucher program;
 - Rapid Rehousing;
 - Supportive Services for Veteran Families;
 - Permanently Supportive Housing programs;
 - Shelter for Help in Emergency; AND
 - The International Rescue Committee.
2. Assistance will be provided for rental units located within the City of Charlottesville only.
3. A variety of rental unit types (e.g., apartments, condominium, single family detached homes) qualify for assistance; however, assistance cannot be applied to shared housing situations, in which unit tenants rent private bedrooms but share common areas such as kitchens, living and dining areas, bathrooms and outdoor spaces (decks, patios, porches, etc.). This caveat is due to the difficulty of determining responsibility for damages among unrelated persons.
4. Assistance can be used to cover costs of unit repair, as well as any associated court costs.
5. To ensure the assisted unit is re-rented to another rental assistance household, the funds will be provided as a reimbursement for costs associated with unit repair work. Landlords will be required to provide a copy of the executed lease for the new rental assistance household.

Staff is recommending the program be administered by a local non-profit agency (selected through a competitive RFP process) that has knowledge of, or experience managing, affordable rental properties. Additionally, staff recommends \$75,000 be allocated to the program from the Charlottesville Affordable Housing Fund (CAHF), with \$25,000 of that amount set-aside for fund administration and the remaining \$50,000 capitalizing the program fund. This will enable the CLRRF to serve a minimum of 16 funding requests (at \$3,000 each) and a maximum of 50 requests for funding (at \$1,000 each).

As there is no data available to indicate how effective (i.e., how many landlords the CLRRF may encourage to provide affordable housing) landlord risk reduction programs are, staff has structured the fund to operate as a three year pilot program. The three year period provides time for the fund administrator (once chosen) to set up the program, market the program to local landlords, and to collect relevant program data. The data will be used to evaluate the effectiveness of the CLRRF at the end of year three; the results of the evaluation will help determine if the CLRRF program should continue, and if the level of program funding is sufficient.

Community Engagement:

- Landlord Outreach Working Group – July 11, 2017
- Housing Advisory Committee – March 15, 2017
- HAC Policy Subcommittee – March 2, 2017

Alignment with City Council Vision and Strategic Plan:

This program aligns directly with Strategic Plan Goal 1.3: Increase affordable housing options.

Budgetary Impact:

The program would use funding previously appropriated to the Charlottesville Affordable Housing Fund (CAHF). If approved at the recommended funding level, funds available in the CAHF would be decreased by \$75,000, leaving a remaining balance of \$577,287.84 in the CAHF.

Recommendation

Staff recommends City Council approve the Charlottesville Landlord Risk Reduction Fund (CLRRF) at the requested level of program funding.

Alternatives:

City Council could choose to approve the CLRRF at a different level of program funding. Or, Council could choose to not fund the program at all, which may impact the City's ability to increase the number of supported affordable housing units within the City of Charlottesville.

Attachments:

Resolution

Charlottesville Landlord Risk Reduction Fund (CLRRF) Pilot Program Structure and Implementation Strategy

Charlottesville Landlord Risk Reduction Fund (CLRRF) Application

Article: "Cities Have a New Target for Ending Homelessness: Landlords"

Report: *Landlord Risk Mitigation Funds Literature and Design Review*

RESOLUTION

**Allocation of Charlottesville Affordable Housing Fund (CAHF) for the
Charlottesville Landlord Risk Reduction Fund (CLRRF) -- \$75,000**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlottesville, Virginia that the sum of \$75,000 be allocated from previously appropriated funds in the Charlottesville Affordable Housing Fund (CAHF) to the Charlottesville Landlord Risk Reduction Fund (CLRRF).

Fund: 426

Project: CP-084

G/L Account: 530670

Charlottesville Landlord Risk Reduction Fund (CLRRF) \$75,000

Charlottesville Landlord Risk Reduction Fund (CLRRF) Pilot Program Outline & Implementation Strategy

Program Overview	<p>The City of Charlottesville Landlord Risk Reduction Fund (CLRRF) is designed to provide financial assistance to landlords to mitigate damages caused by tenants as a result of their occupancy under any of the following rental assistance programs:</p> <ul style="list-style-type: none">• CRHA’s Housing Choice Voucher (HCV) program• HUD-VASH;• Rapid Rehousing;• Supportive Services for Veteran Families (SSVF);• Permanently Support Housing;• Shelter for Help in Emergency; OR• International Rescue Committee. <p>The goals of the program are to: (1) increase the number of private market landlords offering affordable rental housing to low-income households by reducing private market landlord concerns regarding rental income loss due to tenant caused property damage, as well as (2) preserve the current number of affordable rental units available to low-income households in the City of Charlottesville.</p>
Eligibility Requirements	<p>To be eligible for assistance under the CLRRF, landlords must have leased to a tenant through one of the above listed programs, and must be requesting assistance for a unit located within the City of Charlottesville. Damages to the rental property must exceed normal wear and tear, and must have occurred <i>after</i> XX/XX/XX. (<i>This will be the program start date</i>)</p> <p>To qualify for CLRRF assistance, a landlord must:</p> <ol style="list-style-type: none">1. Be requesting assistance for a rental unit located within the City of Charlottesville.2. Have suffered significant rental property damage due to a tenancy.3. Obtain a judgment against the responsible tenant.4. Wait until the time frame for appeal of the judgment expires without appeal, or the judgment is not subject to further judicial review, before submitting an application for assistance.5. Have a fully executed leasing contract with a new low-income household for the unit for which assistance is being requested.
Eligible Properties	<p>Assistance can be provided for repairs associated with the following types of rental properties:</p> <ul style="list-style-type: none">• Apartments• Condominiums• Townhouses• Duplexes• Single Family Detached <p>The CLRRF funding cannot be used for the following types of rental properties:</p> <ul style="list-style-type: none">• Shared housing, in which unit tenants rent private bedrooms but share common areas such as kitchens, living and dining areas, bathrooms and

outdoor spaces (decks, patios, porches, etc.)

Program Assistance

1. Program assistance is limited to reimbursement for those amounts covered in a final judgment. Property damage claims must include the following:
 1. Property damage incurred after XX/XX/XXXX (*This will be the program start date*)
 2. Property damage was caused as a result of a tenant's occupancy, pursuant to a rental agreement under one of the aforementioned programs.
 3. Damage to property exceeds normal wear and tear.
2. Amount of assistance:
 1. Minimum \$1,000
 2. Maximum \$3,000
 3. A 3% administrative fee will be added to the total approved CLRRF amount.
 4. Security deposits and any amounts tenants have paid toward the damage claim will be subtracted from the total requested CLRRF amount.
3. Qualifying damages:
 1. Cost of materials and labor necessary for unit repairs.
 2. Court costs.
4. No funds will be released until after the unit has been re-let to a new low-income household through one of the above referenced programs.

Program Delivery

In order to qualify for assistance under the CLRRF program, landlords must:

1. Complete the CLRRF application. The application must include:
 - a. A copy of the judgment awarding damages to the landlord for tenant property damages. **Please note: the judgment must have been filed with the Charlottesville District Court.**
 - b. An itemized list of unit repairs.
 - c. An itemized list of materials and labor costs.
 - d. Copies of receipts for materials and labor purchased.
2. Submit the completed application and supporting documentation to organization providing rental assistance to tenant.
3. Have executed a new lease for the unit with another household receiving rental assistance through one of the programs identified above.

Once the housing organization receives the application:

1. The organization will review the application within 10 days and make a recommendation for assistance.
 - a. Verify tenant information and program enrollment.
 - b. Verify tenant paid security deposit.
 - c. Verify judgment and amount.
 - d. Verify security deposit has been deducted from total cost of repair work.
 - e. Verify funds requested are for qualifying expenses.
 - f. Verify itemized list of repairs, materials and labor costs included with application.

- g. Verify copies of receipts have been received.
- h. Verify unit has been leased to another household receiving rental assistance. Acceptable documents for verification include:
 - i. Copy of a signed Housing Assistance Payment (HAP) contract.
 - ii. A letter from a rental assistance program verifying new tenant is receiving rental assistance from their program.
- 2. Applications, with recommendations for funding, will be submitted to the City of Charlottesville Housing Program Coordinator for final approval.
 - a. Housing Program Coordinator will review the application(s) and provide final approval to fund administrator within 7 days of receipt of application(s).
- 3. CLRRF awards will be issued within 7 days of a new affordable housing contract execution. **Please note: no CLRRF funds will be issued to landlord if the unit is not re-leased to a rental assistance program household.**

After receiving assistance, landlords must:

- 1. File a satisfaction/payment towards judgment within **30** days in the amount of CLRRF assistance received.
- 2. Submit a copy of the filing to XXX within **40** days of the landlord's receipt of CLRRF program assistance.

Landlords may receive CLRRF assistance for no more than two (2) units per year.

**Program
Implementation:**

Funding Amount: \$75,000 -- \$50,000 for fund capitalization, \$25,000 for fund administration.

- Able to serve a minimum of 16 funding requests (at \$3,000 each) to a maximum of 50 requests for funding (at \$1,000 each).

Administration: Search for a fund administrator through an RFP process.

- Qualifications for fund administrator:
 - Must be an IRS 501(c)(3) designated nonprofit organization.
 - Must have knowledge of, or experience with, rental assistance programs.
 - Knowledge of property management practices preferred.
 - Knowledge of residential property rehabilitation a plus.

Pilot Period: Three (3) years from date fund administrator is secured. Allows time for:

- Program set up
- Advertising and outreach
- Data collection including:
 - Household demographic data
 - Household income data
 - Most common uses of funds (i.e., types of property damage)
 - Frequency of requests

- Major requestors of fund
- Program evaluation by end of year three (3)

Charlottesville Landlord Risk Reduction Fund Application

This form is for landlords seeking reimbursement for damages incurred by tenants receiving rental assistance from one of the following rental assistance programs:

- Charlottesville Redevelopment and Housing Authority Housing Choice Voucher Program
- Supportive Services for Veteran Families (SSVF)
- HUD-VASH
- Permanently Supportive Housing
- Rapid-Rehousing
- International Rescue Committee
- Shelter for Help in Emergency

Only complete applications, with supporting documentation will be considered for funding. Completed application must be submitted to:

Housing Provider Address

Please note: Applications are for reimbursement. Claims are limited to amounts of \$1,000 to \$3,000. A court judgment is required for all claimed amounts and must be attached.

Landlord/Payee:			
Name listed on court judgment:			
Mailing or Contact Address:			
City/State/Zip:			
Phone:		Email:	
Court Judgment Information:			
Entered Date		County:	
Case Number:		Amount:	
Has the debt been assigned to a collection agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Reimbursement Request:		Amount:	
Property Damages		\$	
Court Costs		\$	
Minus security deposit received		\$	
Minus other payments to landlord after judgment		\$	
Total reimbursement request (not to exceed \$3,000)		\$	

Tenant Information:			
Tenant Name:			
Last Known Address:			
City/State/Zip:			
Address where damages occurred:			
Date of move-out:			
Tenant Phone:		Tenant Email:	
Alternate Tenant Contact:			
Agency Information (Who provides the tenant's rental assistance?):			
Agency Name:			
Address:			
City/State/Zip:			
Contact Name:			
Phone:		Email:	

Required Attachments:

- Court certified copy of the judgment and money award. This court document identifies the "Plaintiff" (Landlord) presenting the claim, the "Defendant" (Tenant), and the total amount awarded by the judgment. It is signed by the judge.
- Final security accounting containing an itemization of damages, minus the amount of security deposit received from the tenant and, if applicable, minus the amount of any payments received by the landlord after the judgment was awarded.
- Letter of certification from one of the participating agencies that the unit has been leased to another tenant receiving rental assistance from one of the participating rental assistance programs identified above.
- Completed W-9 form showing the individual/company payee

Legal Certification:

The landlord (or property manager) attests by signing this document that all entries including all attachment entries are true and correct. Landlord will report within 10 days any payment on the judgment received after submission of this application for reimbursement and/or after reimbursement is received. The landlord also attests that no appeal of judgment has been filed or received related to this application for payment.

Landlord agrees to file a full or partial (as the case may be) satisfaction of judgment in the amount of the reimbursement with the court which issued the judgment within 30 days of payment from the Charlottesville Landlord Risk Reduction Fund program or any source. Landlord also agrees to send a copy of the filed satisfaction of judgment, within 10 days of filing, to the Charlottesville Landlord Risk Reduction Fund at the address found at the top of this form.

Signature

Printed Name

Date

Cities Have a New Target for Ending Homelessness: Landlords

BY: [J.B. Wogan](#) | October 24, 2017

Families wait years to get off the government's waiting list for a rental voucher, sometimes while living in a homeless shelter. When they finally get that housing aid, they often struggle to find landlords willing to rent to them.

Most landlords screen out people who have a criminal background, poor credit or a history of evictions, making it difficult for voucher holders to find somewhere to live, even when they can afford rent. In fact, it's [common](#) for people to lose their vouchers -- which have expiration dates -- after months of unsuccessful searching for a home.

To ease landlords' worries and house more of the homeless, a growing number of cities are offering to reimburse landlords for certain losses -- unpaid back rent or repairs for tenant-caused damages -- that result from accepting applicants who have rental vouchers.

"Many, many communities are doing this, and it's out of necessity," says Elisha Harig-Blaine, who works on affordable housing issues at the National League of Cities. "They simply can't get people placed into housing with these subsidies."

This month, Boston and the District of Columbia announced their own "housing guarantee" or "risk mitigation" programs.

In Boston, the city will reimburse landlords for up to \$10,000 in unpaid back rent or property damages that go beyond normal wear and tear. In D.C., a nonprofit is raising \$500,000 in private funds to cover up to \$5,000 in landlord costs per tenant. In both places, program staff will be available to address landlord complaints and provide case management for the tenants.

The question is, will that be enough to convince landlords to accept tenants who pay with rental vouchers?

In many of the cities that have these programs, affordable housing is hard to find, but renters with clean criminal and financial backgrounds are not.

"At the end of the day, real estate is a business. These landlords want to do the right thing, but we're talking about their livelihood," says Harig-Blaine, who has attended landlord recruitment events in nine communities across the country.

Landlords, he says, don't want to deal with missed payments or other trouble that might come with renting to someone who was recently homeless.

Nevertheless, local officials in D.C. -- which is getting 800 new residents every month and has some of the country's highest rents -- are optimistic.

"Rather than [renting] to the millennial who is just moving in from some other part of the country," Neil Albert, president and executive director of the DowntownDC Business Improvement District, the nonprofit raising the money, told *Governing*. Albert thinks the risk funds will spur landlords to "weigh our needs and give equal consideration" to voucher holders.

There is no official number of landlord assistance programs, according to the U.S. Interagency Council on Homelessness, but they exist in Denver, Fargo, N.D.; Marin County, Calif.; Orlando, Fla.; Portland, Ore.; and Seattle-King County, Wash, which started one of the first almost a decade ago. Some states, such as Minnesota and Oregon, offer them as well.

Before launching its program, Boston researched them in other cities and found that participating landlords rarely had to use the risk funds, according to Boston's Department of Neighborhood Development. Last year, in Seattle and King County, for example, participating landlords filed mitigation

claims for only 15 percent of the renters covered by the program. Data on how many landlords participate in each city and how many people are housed through such programs, however, is not readily available.

D.C. officials, though, expect demand for the risk funds to be higher in their city.

"We think it will be a little different here in D.C. We think people will actually use this fund," says Albert, adding that if it results in more units being rented to voucher-holders, then "that's a great problem to have."

One difference between the Boston and D.C. landlord programs is the funding and management structure. In Boston, the city is putting up the risk funds and managing its landlord relations on a two-year pilot basis. In D.C., a nonprofit business improvement district is raising funds -- mostly from developers -- and a local housing nonprofit is administering the program. That's because landlords and property managers in D.C. pushed for a privately managed fund that could provide reimbursements faster than a government agency, says Albert.

More than 5 million Americans receive some kind of rental voucher from the state or federal government, according to the Center on Budget and Policy Priorities. To qualify, a person or household must be below the federal poverty line or make less than 30 percent of the area median income. Because the program is not an entitlement, less than a quarter of all eligible families receive housing assistance, and many households wait years before a voucher becomes available.

Landlord assistance programs are trying to address a chicken-and-egg problem, says Laura Zeilinger, D.C.'s director of human services. Landlords want renters who have jobs and earn a steady income. But stable housing is usually the first step to helping people get and keep a job. She's hoping that landlords in D.C. will waive income requirements in their applications.

"Housing is an important foundation for people to be able to work and to achieve their potential," she says. "It's a really difficult thing for people to do while living in a shelter environment."

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Discussion Paper

**Landlord Risk Mitigation Funds:
A Literature and Design Review**

August, 2016

Hattie Hiler
Graduate Student
University of Minnesota
Humphrey School of Public Affairs



This discussion paper was written by a graduate student working as a summer research intern with Minnesota Housing. While the paper was written under the supervision of Minnesota Housing staff, it is an independent research project and does not necessarily reflect the views and policies of Minnesota Housing.

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Executive Summary

Minnesota is experiencing an extremely tight rental market. Current vacancy rates in much of Minnesota remains at or below three percent¹ with the vacancy rate for the Twin-Cities metro region just above three percent.² Tight rental markets pose additional challenges for Minnesotans with housing barriers beyond affordability. Individuals and families with criminal records, poor credit, or poor rental history struggle to compete for housing opportunities with applicants who have a “clean record.” In response, communities have developed innovative tools such as landlord risk mitigation funds to partner with landlords and address these housing needs.

Landlord risk mitigation funds, sometimes called risk mitigation pools or landlord guarantee funds, provide financial assurances for landlords concerned about additional risks related to damaged property, non-payment of rent, or evictions costs.³ Landlords renting to tenants enrolled in these programs can access reimbursement from these funds when damages and expenses exceed a tenant’s security deposit. Often, landlords have not needed to access these safeguards and the assurance of these programs creates opportunities for individuals and families to be successful tenants.

This report reviews existing landlord risk mitigation funds and outlines best practices used by programs utilizing this tool. Strong programs outline strategies for tenant participation, landlord engagement, and the claims process. Although no program outlined official evaluation metrics, these practices ensure that funds successfully assist households with barriers beyond affordability access and maintain safe and stable housing. As communities consider developing or expanding this tool, programs should consider the following crucial elements to a successful landlord risk mitigation fund:

Tenant Participation

- Successful programs outline coverage eligibility and the household application process.
- Successful programs link households with services to support tenancy. Housing conflicts and concerns can and will arise. These services ensure that these conflicts do not escalate to damages, evictions, and claims to the funds.
- Most funds partner with existing programs and agencies to provide referrals and supportive services, such as case management and tenant education.
- Landlord risk mitigation funds are successful tools to expand housing opportunities for voucher holders. However, restricting coverage to voucher holders may screen out households with the highest barriers.

Landlord Engagement

- Successful programs establish a point of contact for participating landlords to address landlord needs and concerns.
- Most programs shared that providing ongoing support for landlords in the program is crucial to the success of the fund. Efforts to address landlord concerns ensure landlords’ ongoing participation in the program even when difficulties arise.

- Programs utilize two general approaches to landlord engagement: employing specific staff to act as a housing specialist and landlord team or utilizing partnering case managers as a landlord's primary contact. Housing specialist teams have a greater capacity to develop a systemized approach to landlord recruitment and household matching. However, communities that do not have the capacity to develop specific teams can successfully utilize case managers for landlord engagement.

Claims Process

- Successful programs outline dollar limits, time constraints, claim coverage, and a claim validation process.
- Programs should communicate limits clearly with landlords at enrollment. Outlining these limitations in writing and in person ensures that landlords do not later feel misled about the capacity of the fund.
- Programs should consider requiring participating landlords maintain insurance for duration of coverage. This requirement ensures that landlords have coverage for damages beyond the fund's limit.

Program Evaluation

- Programs should utilize program evaluation as a way to demonstrate the program's ability to create housing opportunities for individuals and families with housing barriers.
- Programs could consider collecting information about the number households served, number of households who have been able to maintain housing, and the housing barriers of households served.
- Programs could consider keeping track of the number of landlords willing to rent to households as a result of the fund. Programs could periodically survey participating landlords for continual feedback about the program.
- Program should use caution when utilizing claim rates as a measure of program success. Claim rates may vary year to year, especially between the early and later years of the fund. Additionally, claim rates may vary depending on the needs of households covered by the funds.

Landlord risk mitigation funds are a powerful tool for communities exploring strategies to expand housing opportunities for households with barriers beyond affordability. However, these funds do not operate successfully without additional supports for participating landlords and households. This report serves as a guide to develop these components to a successful fund. Although this report developed as a tool for Minnesota Housing and communities within Minnesota considering landlord risk mitigation funds, the programs and practices outlined in this report can be helpful for any community or organization developing a fund.

Introduction

Risk mitigation funds are an innovative tool to expand housing options for individuals facing the greatest housing barriers. These funds, sometimes called risk mitigation pools or landlord guarantee funds, provide financial assurances for landlords concerned about additional risks related to damaged property, non-payment of rent, or evictions costs.⁴ Landlords renting to tenants enrolled in these programs can access reimbursement from these funds when damages and expenses exceed a tenant's security deposit. Often, landlords have not needed to access these safeguards and the assurance of these programs creates opportunities for individuals and families to be successful tenants. Communities across the country utilize these partnerships to provide housing for tenants with criminal records, evictions, poor credit, and those experiencing chronic homelessness.

In May 2016, the Minnesota Legislature appropriated \$250,000 for the creation or expansion of landlord risk mitigation programs in Minnesota.⁵ This report serves as a design review of current landlord risk mitigation funds to inform the development of successful pilot programs in Minnesota. The first section highlights how tight rental markets limit housing opportunities for individuals and families with housing barriers and the use of landlord risk mitigation funds as a potential solution to these barriers. The second section details programs utilizing landlord risk mitigation funds nationally and within Minnesota. The third section provides design recommendations regarding landlord engagement, tenant support, claims processes, and program evaluation for landlord risk mitigation funds in Minnesota. For those very familiar with landlord risk mitigation funds, the third section will provide the most useful information on successful elements of a landlord risk mitigation fund. However, for those with little familiarity with these funds or for readers who would like to get a more complete sense of how the various components work together in a successful fund, the case studies in section two provide helpful context to better understand the design practices outlined in the third section.

This report highlights the diversity and flexibility of programs utilizing landlord risk mitigation funds. These programs adapt to the needs and resources of their communities to expand housing opportunities for individuals and families with the greatest housing barriers. The most successful programs outline strategies to engage landlords and support households to thrive as tenants. These programs also provide a variety of strategies to address claim limits and coverage. Ultimately, this report serves as a handbook for communities interested in developing or expanding programs utilizing landlord risk mitigation funds.

Section 1: Background

Communities across the country and within Minnesota are experiencing extremely tight housing markets. Nationally, rental vacancies have reached their lowest point since 1985.⁶ Current vacancy rates in much of Minnesota remains at or below three percent⁷ with the vacancy rate for the Twin-Cities metro region just above three percent.⁸ The housing market has become especially challenging for low-income renters seeking affordable housing. In the past decade, the increase in the number of low-income individuals seeking low-cost rental units has outpaced the increase in those units four to one.⁹ Within Minnesota, nearly 600,000 households spend more than 30 percent of their income on housing with those earning less than \$50,000 more likely to cost burdened.¹⁰ These tight rental markets create greater competition for individuals and families seeking a limited number of affordable units.

Households with additional barriers beyond affordability enter these tight rental markets at a competitive disadvantage. Individuals and families with criminal records and poor financial or rental history bring low “rental capital” to prospective rental situations.¹¹ Often these barriers interconnect with experiences of homelessness, joblessness, substance abuse, and mental illness.¹² Initial findings of the 2015 Wilder study of homelessness in Minnesota indicate that eviction, unemployment, and lack of affordable housing remain the most common precipitators of homelessness in Minnesota.¹³ Research completed by a previous Minnesota Housing intern details the hard-to-house in Minnesota, identifying the lack of affordable opportunities and tight rental markets as key housing barriers for Minnesotans with poor financial history and criminal backgrounds.¹⁴

Applicants with poor rental, financial, or criminal histories may appear riskier to landlords considering leasing to these households. Landlords identify potential concerns related to non-payment of rent, property damage, court-related eviction costs, and problematic behavior that may jeopardize the safety of other residents.¹⁵ Landlords can more easily avoid these perceived risks in tight rental markets.¹⁶

Strategies that offset these perceived risks, such as landlord risk mitigation funds, provide financial guarantees for landlords who rent to individuals with additional housing barriers. Several communities utilizing landlord risk mitigation funds developed this financial guarantee in response to the limited housing opportunities for the hardest to house in tight rental markets.¹⁷ Landlords renting to tenants covered by these programs can access funds in the case of additional damages, lost rent, or eviction-related costs. Communities utilizing landlord risk mitigation funds combine these pools with strategies to foster relationships and trust between tenants and landlords and link households covered by the fund with additional services to support successful tenancy.¹⁸ These strategies establish avenues to address potential tension and conflict that may arise during tenancy before escalating to more extreme circumstances that result in severe property damage or eviction. Often, landlords have not needed to access these safeguards, and the assurance of these programs creates opportunities for individuals and families with housing barriers to be successful tenants.

Section 2: Review of Landlord Risk Mitigation Funds

Although programs vary depending on the specific needs and resources of the community all funds share similar properties.

1. **Risk funds are lease-up guarantees for landlords.** Communities utilize risk funds as a form of insurance for landlords considering applicants with additional housing barriers. Generally, households apply for coverage from a fund and search for housing after obtaining coverage. While some communities provide extensive matching and housing specialist services for potential tenants and landlords in the program, others simply provide coverage through the fund without additional housing search assistance. Landlords willing to rent to these households can then access reimbursement from the fund in the case of damages or expenses that exceed a tenant's security deposit.
2. **Claim coverage is limited in scope.** Funds generally only cover tenants for the first year or two of tenancy. Claims do not cover more than a few thousand dollars in damages beyond a tenant's initial security deposit. Funds do not cover usual wear and tear but can cover additional damages, lost rent, eviction related costs, and in some cases holding fees.
3. **Claims are subject to review before pay out.** At the very least, landlords must submit receipts of damage-related costs to receive reimbursement from the fund. Several programs require a third-party verification of expenses. Review committees comprised of community stakeholders, such as attorneys, property managers, and representatives from community agencies, provide additional assurances to the validation process.
4. **Risk funds work in collaboration with other supportive services.** Risk funds rarely operate without additional efforts to engage landlords and support households maintain successful tenancy. Most funds require that households have access to case management for the duration of coverage. Often programs partner with existing programs and agencies to provide these services. Several programs employ staff members to specifically recruit and retain landlords in the program. However, programs stress the importance of strong relationships and good communication between all parties involved to ensure that household-tenant conflicts can be resolved before escalating to an eviction or claim to the fund.

The following section outlines various landlord risk mitigation funds and how they operate within existing programs and agencies in each community. Table 1 summarizes programs outlined in this section. The author contacted all programs described below and interviewed staff and advocates involved in the development and administration of the majority of programs.¹⁹ Additionally, three communities²⁰ in Minnesota considering landlord risk mitigation funds were interviewed, although not highlighted in this section of the report. This section is by no means an exhaustive list of all landlord risk

mitigation funds in operation across the country. Instead, it offers an in-depth look at how several communities have developed landlord risk mitigation funds to meet the needs of their community.

Table 1: Summary of Landlord Risk Mitigation Funds

Program	Community	Years of Operation	Fund Capacity	Target Households	Claims Covered ¹	Claim Limits
Landlord Liaison Project	Seattle, WA	2009-present	\$1 million	Households referred by partnering agencies	Damages, unpaid rent, and legal fees	\$2,000 for single units, \$3,000 for multi-bedroom units for two years
Landlord Recruitment and Retention Program	Portland, OR	2015-present	\$100,000	Veterans (SSFV or VASH participants)	Damages, unpaid rent, eviction related court costs	\$3,000 for first year of tenancy
Housing Broker Services	Norfolk, VA	2007-2010	\$12,500	Families with housing barriers	Damages	No limit
		2012-present	\$25,000	Families with housing barriers	Damages	\$750
Landlord Risk Mitigation Fund	Fargo-Moorhead, ND/MN	2014-present	\$20,000	Individuals and families with housing barriers	Damages, unpaid rent, and a limited number of late fees	\$3000 for first two years of tenancy
"It's All About the Kids"	Minneapolis, MN	2001-2012	\$30,000	Homeless families with children in Kindergarten through 8 th grade	Damages	\$1,000 initially; \$500 as funds dwindled
Rent Well	Portland, OR	2009-present	80 households	Graduates of Rent Well's education program	Damages, unpaid rent, eviction related court costs	\$2,000 for first year of tenancy

¹ All programs covered claims after the use of a tenant's security deposit.

Table 1: Summary of Landlord Risk Mitigation Funds (continued)

Program	Community	Years of Operation	Fund Capacity	Target Households	Claims Covered ¹	Claim Limits
Housing Choice Voucher Landlord Guarantee Program	Oregon	2014-present	An initial \$475,000 with an additional \$300,000 in 2015-2017 budget	Housing Choice Voucher and VASH voucher holders	Damages, court fees, lost rent, and lease-break fees	\$5,000 per unit
Central Florida's Supportive Housing Program	Orlando, FL	2014-present	n/a	Chronically homeless households with vouchers (excluding HUD-VASH vouchers)	Damages and unpaid rent (including holding fees)	\$2,000 for single units, \$3,000 for multi-bedroom units
Landlords Opening Doors	Denver, CO	2014-present	\$65,000	Chronically homeless and veterans	Damages and holding fees	\$1,000

¹All programs covered claims after the use of a tenant's security deposit.

Landlord Liaison Project, Seattle (WA)²¹

The risk reduction fund, and its parent Landlord Liaison Project, developed from King County's ten-year plan to end homelessness. In 2009 King County contracted with the YWCA of King County to run the Landlord Liaison Project (LLP), setting aside one million dollars for the risk reduction fund, half targeted specifically for veterans and the remaining half for all homeless households. The YWCA provides staffing for the program while money for the fund remains with King County.

The fund works within a package of services and incentives offered by the Landlord Liaison Project to private landlords in the community. The larger project developed in response to confusion created by hundreds of programs reaching out and interacting with landlords in the county. The project serves as a primary point of contact for landlords leasing to tenants with housing barriers and supportive services from a variety of programs across the community. The project offers a 24-hour hotline for landlords, flexible funding for move-in, eviction prevention, and limited rental assistance, landlord and tenant education, as well as access to the risk reduction fund. Participating landlords sign partnership agreements and work with LLP staff to alter tenant screening criteria in accordance with fair housing laws.

The project partners with 70 community agencies providing case management to clients with housing barriers. Partnering agencies must complete an agency agreement form and attend an agency orientation to refer clients to LLP for housing search assistance. Referred clients must be homeless with at least one housing barrier to receive assistance from the program. Once housed, LLP staff participates in the move-in inspection process with tenants. Originally, the LLP required partnering agencies provide two years of ongoing case management for participants in the program. However, this requirement created barriers for many partnering agencies without capacity to provide long-term case management.

Now, the program only requires that partnering agencies provide case management for the first year, unless the agency is equipped to provide intensive case management to its clients.

The risk reduction fund covers households for the first two years of tenancy. Landlords experiencing challenges with tenants in the program can contact the 24/7 hotline for assistance and mediation from LLP staff. If necessary, landlords can submit claims and damage receipts to the fund after the tenant vacates the unit. Staff participates in the move-out inspection process and utilizes a pay schedule based on the local housing authority's pay out standards for damages. LLP caps claims at \$2,000 for studios and one bedrooms and \$3,000 for apartments with two or more bedrooms. Landlords can submit a hardship waiver for claims beyond the cap limits in extraordinary circumstances. Staff shared that it is possible to pay multiple claims on the same household if they rotate through the program more than once. Since 2009 the fund has covered approximately 2,000 households and paid out on 369 claims averaging \$1,560 per claim.

The fund alone does not entice landlords to participate in the LLP. Staff share that they use the risk fund as one of the last selling points to recruit new landlords to the program. Landlords can easily fill vacant units in Seattle's tight rental market without the financial incentives offered by the program. Instead, the program provides unique support for landlords, especially during times of conflicts and challenges with tenants. The support and responsiveness of staff fosters landlord's ongoing participation in the program, ensuring participating landlords continue to rent to households in the program. Landlords do value the financial incentives of the program, with many identifying these incentives as the most important to their participation in an early evaluation of the program. Taken together, the entire package of supportive services and financial incentives are integral to the success of the program. Additional information on the Landlord Liaison Project can be found at <http://www.landlordliaisonproject.org/>.

Landlord Recruitment and Retention Program, Portland (OR)²²

The veteran risk mitigation pool developed as part of the Home for Every Veteran initiative, an effort by the City of Portland, Home Forward, Multnomah County, and the City of Gresham to end veteran homelessness. The City of Portland, Multnomah County, and the City of Gresham contributed funding for the \$100,000 risk mitigation pool. The risk mitigation pool works within the larger Landlord Recruitment and Retention Program to incentivize and engage landlords renting to veterans with housing barriers. JOIN, a local nonprofit, manages and administers the fund as well as the larger Landlord Recruitment and Retention Program.

The Landlord Recruitment and Retention Program (LRRP) assists veterans with housing barriers access housing offered by landlords participating in the program. Community agencies refer veterans with Supportive Services for Veteran Families (SSVF) or Housing Choice Voucher for Veterans Affairs Supportive Housing (VASH) vouchers to LRRP for housing search assistance. Staff screens veterans for housing barriers, matching households with units from landlords participating in the program. This process ensures that the unit is an appropriate fit for both the landlord and household.

Staff at LRRP actively reaches out to landlords in the community to participate in the program. Participating landlords sign a partnership agreement with LRRP, outlining the benefits and expectations of the program. As part of the program, staff and landlords negotiate screening criteria and the affordability of the landlord's available units. Staff provide ongoing retention efforts for landlords in the program, offering a 24/7 hotline for landlords. Although partnering agencies provide case management for veterans in the program, LRRP staff provides weekly check-ins with households in the program.

The risk pool, one incentive for landlords in the program, covers households for the first year of tenancy. The risk pool covers households for up to \$3,000 in expenses beyond a household's security deposit including damages, unpaid rent, and eviction related court costs. Landlords contact LRRP staff within 14 days of a tenant's move-out and provide staff with a claim waiver form and copies of the lease agreement, move-in inspection, and move-out addendum. Staff physically inspects the unit, often taking videos or photos to confirm claimed damages. The fund only reimburses repairs completed by qualified personnel, such as maintenance teams utilized by larger property managers. Smaller landlords without specified maintenance teams must utilize third party contractors to receive reimbursement on claims. Waiver claim forms require the landlord release both JOIN and the tenant from future claims on reimbursed damages from the fund. Since its inception in 2015, the fund has covered approximately 90 households and paid out on three claims. Two claims included damages affecting other units within the building generating repairs well beyond the \$3,000 limit. In these instances, the claim paid out \$2,500 to cover the landlord's insurance deductible. Staff stressed that the program only works with landlords who have landlord insurance and can accept W-9 forms for reimbursed claims.

Staff identified relationships and trust with landlords as key to the success of the program. Landlords in the program trust that staff will match appropriate tenants to their units. Staff proactively engage both tenants and landlords in the program as a way to prevent conflicts that result in evictions and claims to the fund. When conflicts arise, LRRP staff work as neutral mediators treating all parties, landlords, clients, and case managers, as customers. The composition of the team, which includes individuals with backgrounds as a social worker, landlord, and property manager, ensures that the team shares a perspective with all parties involved. Additional information on the Landlord Recruitment and Retention Program can be found at <http://ahomeforeveryone.net/landlord/>

Housing Broker Services, Norfolk (VA)²³

The Planning Council developed the landlord contingency fund in 2007 as an incentive for landlords to participate in the agency's larger Housing Broker Services program. The program utilized an initial \$12,500 from a community foundation to reimburse claims from landlords in the program until exhausting the funds in 2010. In 2012, the program received an additional \$25,000 National Alliance to End Homelessness' Community Change Grant and continues to utilize money from this second investment to provide assurances to landlords participating in the program. The Planning Council manages and administers funding for this program.

The landlord contingency fund functions as one incentive within the Housing Broker Services Program to recruit landlords into the program. Housing specialists in the program provide tenant education, mediation for landlords and tenants in the program experiencing housing conflicts, as well as

access to the fund in cases of damages beyond a tenant's security deposit. Community agencies provide case management to families with housing barriers (such as those with histories of evictions, domestic violence, and incarceration) and provide referrals to the HART (Homeless Action Response Team), through Norfolk's Department of Human Services, to receive housing assistance. Approved families complete an intake form outlining housing barriers and work with a housing specialist in the Housing Broker Services program to access housing with participating landlords. Housing specialists also work with landlords to negotiate lower security deposits and waive late fees, in certain circumstances.

The initial fund paid out 12 claims before exhausting the reserve in 2010. The Housing Broker program continued to recruit landlords, assist high barrier households to obtain housing, and provide mediation services to landlords and tenants in the program without the fund between 2010 and 2012. With the additional \$25,000 Community Change Grant in 2012, the fund has paid out an additional six claims. Landlords requesting a claim from the fund must contact a housing specialist and provide a move-in and move-out inspection and receipts of repairs from a third party vendor. Landlords must submit itemized claims within 60 days of a tenant departing the unit. The fund covers damages above and beyond a client's initial security deposit but will not provide coverage for properties with security deposits greater than one month's rent nor does it cover damages accumulated due to normal wear and tear. The program does not set a time limit for how long tenants can be covered by the fund. Initially, the program did not set a limit for pay-outs from the claim, but it currently caps pay-outs at \$750 dollars due to grant restrictions. Staff suggests that setting a limit for the initial fund may have stretched the initial \$12,500 further but believes that current \$750 cap may be too restrictive.

Staff identifies the trust and relationships housing specialists develop with landlords as integral to the success of the program. In particular, the responsiveness of housing specialists to landlords concerns and the ability for housing specialists to intervene when problems arise are one of the biggest incentives for landlords participating in the program. However, the current incarnation of the fund does not draw as much excitement from landlords as the original implementation of the fund. In part, the fund may not have the same draw for landlords as the economy recovered from the Great Recession. Additionally, landlords returned to the use of double deposit requirements for tenants with housing barriers during the fund's hiatus. The fund may provide less of a draw for landlords revamping this practice. Additional information about the Planning Council's landlord contingency fund and Housing Broker Service Program can be found at <http://www.theplanningcouncil.org/>.

Landlord Risk Mitigation Fund, Fargo-Moorhead Community (ND/MN)²⁴

The Landlord Risk Mitigation Fund of the Fargo-Moorhead community is a collaborative effort of housing providers, service providers, and funders from both Fargo, ND and Moorhead, MN. The fund utilizes funding from both Fargo and Moorhead to provide coverage for households in the community regardless of their state of residence. An initial \$10,000 from both the City of Fargo and Minnesota Housing's Family Homeless Prevention and Assistance Program cover households residing in the North Dakota and Minnesota sides of the community, respectively. The Fargo Moorhead Homeless Coalition administers the fund, and an advisory council, comprised of seven committee members including an attorney, service and housing providers, review and approve household applications and landlord claims to the fund.

The fund works as insurance for landlords leasing to approved households. The fund covers households for the first two years of tenancy and caps claims at \$3,000 per household for expenses beyond a household's initial security deposit including damages, unpaid rent, or a limited number of late payment fees. Households with supportive services in the community can apply for coverage through the fund. Households complete an application outlining housing barriers, and their case manager submits a referral letter discussing the household's barriers and severity of need. Currently, the advisory committee processes applications as they are received but will utilize the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) to prioritize applications if the number of applications outpaces the fund's capacity. Case managers must be capable of:

1. Assisting households obtain housing and with the move-in inspection process.
2. Providing monthly home visits to the household for the duration of coverage.
3. Coordinating between the household and landlord to resolve potential conflicts or concerns.

Landlords must provide a copy of a lease agreement and move-in inspection to tenants; case managers are responsible for providing this documentation to the Fargo-Moorhead Homeless Coalition.

The fund currently covers 25 leased households with an additional 13 households approved for coverage but currently looking for housing. Since its inception in 2014, the fund has approved four claims totaling \$6,100. Landlords experiencing concerns with households covered by the fund should first contact the tenant directly before reaching out to the household's case manager if the issue persists. Ideally, these proactive steps resolve concerns and prevent potential claims to the fund. If landlords need to make a claim to the fund, they must submit forms detailing the lost rent or damages to the unit and receipts documenting the cost to repair these damages. Staff at Fargo-Moorhead Coalition review receipts and costs related to the claim, utilizing third-party contractor verification in cases of unusually high payment requests. The advisory council completes a final review before approving or denying claims to the fund. Fargo-Moorhead Coalition staff is moving towards requiring third-party contractor verification for all claims and ultimately wants to document photos of units at move-in and when damage claims are made to the fund.

Relationship building between landlords, tenants, and case managers is integral to its success and low claim rate. Clear communication outlining how and when landlords should reach out to service providers fosters trust among all parties. Strong case management for households in the program provides avenues to address the early signs of housing concerns. Staff identified that providing in-person site visits rather than check-ins over the phone are successful strategies to identifying concerns early. As one staff member identified, without the support services that providers offer to tenants and landlords, "people [will] cycle in and out of housing with the fund paying out."²⁵ The program is most successful when these strategies foster relationships among all parties that maintain tenancy and prevent evictions which can create additional barriers for households. One claim covered damages during a client's tenancy, enabling the tenant to maintain their current housing. Ultimately, all parties involved benefit from strategies that maintain a household's successful tenancy. Additional information on Fargo-Moorhead's Landlord Risk Mitigation Fund can be found at <http://www.fmhomeless.org/programs-and-resources/ways-we-help/landlord-risk-mitigation-fund>.

“It’s All About the Kids”, Minneapolis (MN)²⁶

Lutheran Social Service (LSS) of Minnesota utilized the special damage claim fund as an incentive for landlords participating in the “It’s All About the Kids” program. The program assisted homeless families obtain stable housing as a vehicle to foster children’s success in school. The special damage claim fund operated from 2001-2012 before exhausting the \$30,000 set aside for the fund. Lutheran Social Service of Minnesota operated the special damage claim fund and the “It’s All About the Kids” Program.

“It’s All About the Kids” assisted homeless families with children in grades Kindergarten through 8th to obtain housing in the neighborhoods their children attended school. Elementary schools referred these families to the program for housing search assistance. LSS also provided ongoing case management for families in the program, although participation in case management was voluntary. As part of the housing search process, LSS discussed the availability of the fund to landlords considering families with significant housing barriers.

The fund covered damages to a unit beyond a tenant’s security deposit. Initially, the fund did not set claim limits and claims to the fund were large. LSS established an initial claim limit of \$1,000 and reduced it to \$500 as the fund dwindled. Landlords participating with the special damage claim fund submitted a copy of the household’s move-in checklist within the household’s first month of tenancy. Landlords could only file for claims after the household had vacated the unit and were required to submit a damage claim assessment form invoicing damages to LSS within five business days of reclaiming the unit. All repairs had to be completed by a third party contractor. LSS also required that landlords submit a copy of the damage notification to households in an attempt to collect payment. LSS paid claims 20 days after receipt of the damage claim form if the tenant had not made arrangements to pay for additional damages. From 2005 to 2006, the fund covered 20 households with an average claim pay out of \$542.²⁷ Staff shared that if money were available, the fund would still be a successful strategy to engage landlords.

Rent Well, Portland (OR)²⁸

The Rent Well program provides a landlord guarantee for a limited number of graduates of Rent Well’s tenant education classes. The Rent Well program operates in four counties in Oregon and one in Washington.²⁹ In Multnomah County, the City of Portland, Portland Housing Bureau (PHB) authorized up to 80 reservations at \$2,000 each through June 30, 2016. Funding and claim limits vary by county and some counties provide the Rent Well education classes without a landlord guarantee. Home Forward, the City of Portland’s housing authority, administers the fund in Multnomah County and provides trainings for community agencies offering Rent Well’s education classes.³⁰ Individual agencies are responsible for funding their education classes.

The Rent Well program, in its current form since 2009, offers an intensive six week, 15-hour tenant education class focusing on individuals and families with housing barriers. The curriculum teaches students how to communicate and build trust with landlords, create a realistic household budget, understand lease agreements, and gain skills to ensure successful tenancy. Graduates complete the class with a renter’s portfolio including a cover letter, referral letter, sample application, and

certificate of completion. The Rent Well program does not assist graduates with the housing search process. Graduates provide the certificate to prospective landlords as proof of completion of the class within 18 months of graduating from the program to qualify for the guarantee fund. Landlords interested in accessing the guarantee fund must contact Home Forward within 30 days of move-in to confirm the tenant's completion of the program and the availability of the guarantee funds. If funds are available, landlords complete a guarantee application and submit a copy of the tenant's application, lease agreement, and move-in report.

The landlord guarantee fund covers graduates of the program for the first year of tenancy. Qualifying claims include expenses beyond a tenant's security deposit such as damages, unpaid rent, and eviction related court costs. Landlords can only file a claim after a tenant vacates a unit and must make a claim within 60 days of the guarantee's expiration and/or repossession of the unit. Landlords must submit a claim form, move-out condition report if the claim includes damages, and invoice or receipts for repairs. Home Forward staff reviews the application, inspects the unit if necessary, and utilizes Home Forward's existing damage review process to determine pay out. Since 2009, 4,758 participants graduated from the program with 299 graduates covered by the guarantee. The fund has paid 33 claims averaging \$1,148 per claim.

Initially, the fund limited the number of covered households to ensure the fund could cover the maximum pay out for every household. Pay out rates were higher during the fund's early years and have decreased in the past three years. The fund now sets the number of covered households based on projected pay out rates. Staff attributes low pay out rates to a combination of low graduation rates from the education class and low take-up of the guarantee fund by graduates of the program. Fewer than 50% of individuals attending the first class graduate from the program. The curriculum requires strict attendance and active engagement by participants both inside and outside of the classroom.³¹ Staff identified that the program's commitment level creates barriers for participant completion of the class. The intensity and length of the program may self-select graduates with the fewest barriers entering the program. For those participants that graduate from the program, only six percent access coverage to the guarantee. Additional information about Multnomah County's Rent Well Program can be found at <http://211info.org/rentwell>

Housing Choice Landlord Guarantee, Oregon³²

The Housing Choice Landlord Guarantee program developed as part of legislation passed by the Oregon Legislative Assembly, which also included Housing Choice Vouchers (HCV) as a source of income protected against discrimination. The initial legislation set aside \$475,000 to reimburse landlords for qualifying damages while leasing to a tenant utilizing either a Housing Choice Voucher (HCV) or Veterans Affairs Supportive Housing (VASH) voucher. While the fund started on July 1, 2014, Oregon's biennial 2015-2017 budget includes an additional \$300,000 contribution to the fund. The fund is managed and administered by Oregon Housing and Community Services (OHCS).

The Housing Choice Landlord Guarantee program works as a standalone landlord guarantee fund, without additional services or engagement strategies with participating landlords or tenants. Any HCV or VASH voucher holder automatically qualifies for coverage. Currently 34,726 households are

approved for vouchers in Oregon. Landlords can apply for up to \$5,000 in reimbursement from the fund for expenses beyond a tenant's initial security deposit including damages, court related costs, and fees related to lease violations or termination. The fund does not set a time limit on tenant coverage, and it is possible for more than one landlord to apply for reimbursement from the fund regarding separate tenancies for the same voucher holder.³³ Since September 2014, the fund has paid out 104 claims averaging \$3,638 per claim.

Landlords must receive a final court judgment against a tenant with a HCV or VASH voucher to qualify for reimbursement from the fund. Landlords submit the court judgement with an application detailing the reimbursement request within one year of obtaining the judgement. Landlords have filed claims while a tenant remains in the unit, although the fund was developed to address claims regarding completed or terminated tenancy. Reimbursement claims must amount to greater than \$500 dollars, although the fund can pay for partial reimbursement of a remaining balance owed for less than \$500 if the original judgment amounted to greater than \$500.³⁴ OHCS reviews applications for completeness within ten days and completes applications and payments to landlords within 45 days. Tenants are required to repay the claims paid out by the fund, although tenants can apply for a hardship waiver or repayment plan through OHCS. OHCS may send unpaid debt to the Department of Revenue for collection. Landlords considering potential tenants with vouchers can contact OHCS for information about tenant compliance with repayment to the fund for past judgements.

The fund was modeled, in part, on the Rent Well program run through local housing authorities in four Oregon counties. The small portion of state funding for the Rent Well programs was diverted to the initial \$475,000 for the Housing Choice Landlord Guarantee fund. Rather than expanding the existing Rent Well program, the Housing Choice Landlord Guarantee program developed as a separate entity with a centralized rather than county-based administration. Unlike the Rent Well program, the Landlord Guarantee utilizes court orders to determine the validity of claims. However, this process of claim validation can create additional housing barriers for these clients as court orders can negatively impact a client's credit or financial history. Additionally, legal advocates identified that judges often default in favor of landlords. Finally, the Landlord Guarantee program does not include an educational component for tenants as provided by the Rent Well program. The Landlord Guarantee advisory committee is currently considering changes to the program that addresses these concerns, possibly re-shaping the program to include an education component as utilized in the Rent Well program. Additional information on Oregon's Landlord Guarantee Program can be found at <http://www.oregon.gov/ohcs/Pages/housing-choice-landlord-guarantee-assistance.aspx>.

Central Florida's Supportive Housing Program, Orlando (FL)³⁵

The shared risk fund developed in 2014 as an additional tool for landlord recruitment into Central Florida's Supportive Housing Program (CFSHP). CFSHP serves as a landlord-liaison program connecting landlords with participants who have access to case management and housing vouchers.³⁶ CFSHP utilizes a specific housing locator team, links tenants with appropriate supportive services in the community, and provides regular visits with households covered by the fund. The Homeless Service Network (HSN), the lead continuum of care agency for the region, runs CFSHP and administers the shared risk fund while the City of Orlando manages the fund.

The fund covers property damages and unpaid rent reimbursement for households identified as chronically homeless through CFSHP's coordinated entry system. The fund covers 75 percent of expenses to a landlord's unit after a tenant's security deposit and landlord's insurance pay out towards the damages. The fund caps claims at \$2,000 for single units and \$3,000 for multi-bedroom units. Landlords submit claims to HSN, who reviews claims and bills the city. Claims may be subject to inspection by HSN staff. At this time, no claims have been made to the fund. Additional information can be found at <http://www.hsncfl.org/programs/housing-locator/>.

Landlords Opening Doors, Denver (CO)³⁷

The Landlord Opening Doors campaign works to identify and recruit landlords to provide housing for veterans and chronically homeless in the Denver metro region. The fund, developed in 2014, works as one incentive to encourage landlords to participate in the program. A coalition of local municipalities in the Denver region and several property management firms donated money to the fund, totaling \$65,000. Metro Denver Homeless Initiative (MDHI), the lead continuum of care agency, leads the campaign in partnership with Brothers Redevelopment Inc., a local housing non-profit.

The Landlord Opening Doors campaign utilizes the region's coordinated entry system to cover households receiving case management from participating agencies. A group of the region's providers utilize an online platform listing available units from participating landlords with households in the system. Tenants accessing housing through the campaign receive coaching on good tenancy practices.

Participating landlords access the campaign through Colorado Housing Connects, run by Brother's Redevelopment Inc. Participating landlords can receive up to \$300 dollars for minor damages beyond a tenant's security deposit. Claims up to \$1,000 require unit inspection and are reviewed on a case-by-case basis. Landlords can also access funding to hold the unit prior to lease up for up to half of the monthly rent or \$600, whichever is less. Landlords submit claims to Landlord Recruitment Specialists at Colorado Housing Connects for review. Specialists forward approved claims to MDHI for pay out. To date, only one claim has been made against the fund. Additional information can be found at www.coloradolandlords.org.

Section 3: Design Recommendations for Risk Mitigation Funds

Communities across the country developed landlord risk mitigation funds to expand housing opportunities for individuals and families experiencing housing barriers. However, the specifics of these funds vary as communities must develop these programs to fit local needs, funding, and existing services. Successful programs, regardless of the fund’s size or program reach, have policies outlining claim guidelines, household participation, landlord engagement, and program evaluation. This section specifically does not provide a “right way” to address these issues, but instead suggests options for how communities might address the various components necessary to create a successful fund.

Tenant Participation

Landlord risk mitigation funds developed as a tool to expand housing options for those with the greatest housing barriers. Programs target a variety of homeless or at-risk populations depending on the needs of the community and funding requirements of the program. Guidelines for eligibility and coverage ensure that the program’s limited funding covers targeted households. Strong programs link households with services that support a household’s successful tenancy and prevent claims to the fund. Often, funds rely on partnering agencies to assess eligible households and offer these additional services. Programs should use the following guidelines to outline tenant referral and participation.

Who is eligible for coverage? All programs target families and individuals with housing barriers. Several programs target specific populations including the chronically homeless, families, and veterans.³⁸ A few communities in Minnesota are considering utilizing funds to assist households with criminal records.³⁹

Several programs⁴⁰ require households access housing vouchers as qualification for coverage. Housing vouchers provide another level of financial assurances to landlords as they guarantee payment on a portion of household’s rent every month. Funds without this requirement identified the lack of rental assistance as a key limit to the program’s capacity to access housing opportunities for households without vouchers.⁴¹ Additionally, housing vouchers themselves may create barriers for families due to perceived risks associated with misconceptions about voucher holders.⁴² Oregon’s Landlord Guarantee fund developed to specifically address these concerns.⁴³ Staff in Dakota County MN, a community considering developing a landlord risk mitigation fund, identified that the lack of housing opportunities for voucher holders “squeeze[es] the entire system” of homeless services in their community.⁴⁴ Often

Frequently Used Terms

Several terms used throughout this section may require additional clarification.

Case Management: Social service agencies often link clients with one staff member for assistance navigating a variety of social service programs and resources. Although case management can have very different meanings depending on the agency and program, for the purpose of this paper, case management refers to the point of contact provided by agencies to assist households navigate resources and programs within a community.

Housing Specialist Teams: Several programs utilize staff that specifically assists participants to obtain housing. Often these teams recruit landlords and serve as a point of contact for landlord concerns. Programs also refer to these staff as landlord liaison teams, housing brokers, or housing navigators.

households with vouchers remain in emergency shelters as they struggle to find housing. As a result, this bottleneck in the system creates waiting lists for households accessing emergency services in their community.⁴⁵ Funds covering voucher holders may relieve pressure on the entire system of housing services for homeless and at-risk households. However, waiting lists for vouchers can be quite long. Restricting coverage to voucher holders may screen-out households with acute needs who cannot access a housing voucher. This restriction would also screen out households whose housing barriers disqualify them from accessing the vouchers themselves. Program that use funds to target voucher holders could consider reserving a set number of slots for households with housing barriers who cannot access a voucher.

How do households gain coverage? Most funds utilize agency referrals to assess qualified households. The Landlord Liaison Project enters into formal agreements with community agencies providing household referrals.⁴⁶ Several agencies⁴⁷ require that a household's case manager or service worker provide the referral or assist households with application submission. The Landlord Risk Mitigation Fund in Fargo-Moorhead requires case managers provide a referral letter outlining exhausted attempts to secure housing. This requirement ensures that the fund covers households who could not access housing without the assistance of the fund.⁴⁸ Two communities, Denver and Orlando, utilize coordinated entry for homeless programs to link households with the fund.⁴⁹ The Rent Well program requires that households complete a 15 hour education class in order to qualify for coverage.⁵⁰

What additional services support successful tenancy? Services that assist households to maintain successful tenancy are essential to the long-term viability of funds. Supportive services, such as case management and tenant education, assist households to maintain successful tenancy and prevent claims to the fund. Landlords in several communities⁵¹ identified case management as a top priority for participation in the program. Staff in the Fargo-Moorhead community stressed the importance of case managers who actively engage with participants. The program requires that case managers connect with households monthly, either on the phone or in person. However, case managers providing in-person visits better identified the early warning signs of tenancy challenges and landlord concerns.⁵² Two programs⁵³ provide or require formal education classes for tenants covered by the fund, although case managers also informally assist households learn skills for successful tenancy. Several funds⁵⁴ requiring case management ask partnering agencies to offer these services for the duration of fund coverage. However, staff with the Landlord Liaison Project shared that it was challenging for partnering agencies to provide case management for the full two years of coverage.⁵⁵ As a result, the program now requires partnering agencies provide case management for the first year of tenancy.⁵⁶

Landlord risk funds rely extensively on partnering agencies to assess, refer, and support households covered by the fund. Supportive services, such as case management and tenant education, and the agencies that provide them play a key role in the success and viability of funds. As suggested by staff in Fargo-Moorhead, without services to support households and address tenancy challenges, "people [will] cycle in and out of housing with the fund paying out."⁵⁷

Landlord Engagement

Successful risk mitigation funds rely on strong landlord engagement. Most communities⁵⁸ identified relationship building with landlords as pivotal to the success of their programs. While risk mitigation funds make landlord participation financially feasible, the work by staff and case managers to foster communication, develop trust, and address conflicts ensures landlords' ongoing participation in these programs. The extent of services and supports for landlords varies depending on the capacity and staff of programs utilizing landlord risk mitigation funds. Some programs, such as the Landlord Liaison Project in Seattle and Landlord Recruitment and Retention Program in Portland, developed as landlord liaison teams. These programs employ dedicated staff that recruit landlords to the program and serve as a third party mediator between landlords, case managers, and tenants. Others, such as the Landlord Risk Mitigation Fund in Fargo-Moorhead, simply operate as a standalone risk fund. These programs rely on case managers to address conflict and landlord concerns. Both approaches emphasize the importance of developing strong relationships with landlords and outline strategies to engage and support landlords.

Housing Specialist Teams

Funds that operate within a larger landlord-engagement project work as one tool to incentivize and support landlords participating in the program. These programs⁵⁹ employ staff who specifically reach out to and recruit landlords to the program. As part of the recruitment process in these programs,⁶⁰ staff negotiate screening criteria, application fees, deposits, and rent with landlords. As a result, these programs⁶¹ can create a listing of landlords and their available units. Staff can then match households with landlords based on the specific needs and barriers of the household.⁶²

Program staff serves as the primary point of contact for landlords in the program. Several programs⁶³ specifically staff a 24-hour hotline to address landlord concerns. When conflict arises, staff can coordinate between landlords, tenants, and case managers. These services may be the primary attraction in bigger communities where a large number of service organizations reach out to and interact with landlords on behalf of their clients.⁶⁴ Programs utilizing a housing specialist team emphasized the importance of staff's role as a neutral-third party.⁶⁵ Often the background of the staff as service or housing providers ensures that the team can relate to all parties involved.⁶⁶ Programs emphasized the importance of understanding and respecting landlord's perspective of their units and tenants as a business.⁶⁷ Staff with Housing Broker Services program in Virginia also emphasized the need to separate the roles of case managers and housing specialists. Instances when housing specialists provided case management services or vice versa have ended disastrously for the program.⁶⁸

Programs utilizing specific landlord liaison or housing specialist teams can more easily negotiate tenant screening practices with participating landlords. Programs without these teams rely on individual case managers or service providers to reach out to potential landlords. Landlords in these programs may interact with multiple case managers assisting households in the program. Each case manager may approach a landlord about a particular client with housing barriers but does not have the capacity to negotiate a landlord's larger screening criteria. Housing specialist teams, however, provide one point of contact for landlords participating in the program. As a result, these staff can negotiate screening criteria for a variety of units, rather than on a case-by-case basis. A systematic approach to negotiating

tenant screening procedures can create additional housing opportunities for a variety of households with screening barriers, such as evictions, criminal backgrounds, or poor credit.

Standalone Risk Mitigation Funds

Programs with standalone risk mitigation funds do not provide specific staff to reach out to and engage with landlords. Instead, case managers or households apply for housing with landlords in the community, utilizing fund coverage as an application incentive. Successful programs utilize case managers from partnering agencies to serve as landlords' point of contact. The Landlord Risk Mitigation Fund in the Fargo Moorhead community outlines steps to address potential conflicts. Landlords can contact case managers with concerns and access mediation services if necessary.⁶⁹ The program relies on quality case managers to foster communication and trust with participating landlords. When challenges arise, case managers address conflicts or concerns before escalating to evictions or claims to the fund. These strategies ensure continued landlord participation in the program.

The extent of landlord engagement depends on a community's funding and service capacity. Standalone funds with clear guidelines to address landlord concerns may be the most viable option for communities without the capacity to develop a housing specialist or landlord liaison team. Regardless of the extent of landlord engagement, programs should outline a point of contact to address landlord concerns. Additionally, almost all of the communities⁷⁰ interviewed utilized landlord surveys, focus groups, or advisory councils to develop their programs. These strategies ensure that the programs developed meet the needs and concerns of landlords who may be participating in the community. Furthermore, several communities⁷¹ discussed that these meetings revealed misconceptions and negative perceptions landlords in the community had about the target households in the community. These meetings can play a pivotal role in addressing these misconceptions and setting expectations for landlords in the program.

Claim Guidelines

Risk mitigation funds are limited in scope. Programs operate with limited budgets and must balance honoring landlord claims with preserving resources allocated to the fund. All funds establish guidelines for claim coverage, review, and pay out to address this need. Without detailed claim limits, landlords have made claims amounting to nearly half of a fund's capacity.⁷² Clearly outlining limitations in writing and in person to potential landlords ensures that landlords do not later feel misled about the capacity of the fund.⁷³ Strong programs outline the following guidelines for the fund.

What does the fund cover? At minimum, all programs cover damages to a unit beyond a tenant's initial security deposit. Several communities also cover additional expenses after a tenant's security deposit has been exhausted. These additional expenses include unpaid rent, eviction related court costs, lease-break fees, and holding fees. Most funds only reimburse claims after tenants have vacated units. However, communities can utilize risk mitigation programs as a form of homeless and eviction prevention. Fargo-Moorhead used their fund to reimburse a damage claim enabling a tenant to remain in the unit.⁷⁴ King County's Landlord Liaison Project utilizes separate funding earmarked specifically to provide temporary rental assistance for participating households.⁷⁵ Several staff in Minnesota communities expressed interest in a fund's capacity to provide temporary rental assistance to help

tenants remain housed.⁷⁶ Programs that build in fund flexibility or link participants with funding sources that provide temporary assistance can leverage risk mitigation funds as a tool to prevent future housing barriers.

What are the fund's maximum claims? Claim limits range from \$750 to \$5,000, all covering costs after landlords exhaust a tenant's security deposit. However, both communities with limits at each extreme shared that their limits are too low or high, respectively.⁷⁷ The majority of communities have caps between \$1,000 and \$3,000 dollars. Two programs, the Landlord Liaison Project in King County and Central Florida's Supportive Housing (CFSH) program, adjust claim limits to accommodate for larger units. Additionally, the CFSH program specifically outlines a shared risk model. The fund reimburses 75 percent of the damages while the landlord must cover the remaining 25 percent.⁷⁸ Communities concerned about landlords abusing the safeguard of a risk mitigation fund could utilize a similar shared risk model.

Most funds only cover one claim per household. However, both the Landlord Liaison Project and the Landlord Risk Mitigation Fund in Fargo-Moorhead cover multiple claims to the same household as long as those claims together total to less than the cap limit.⁷⁹ Oregon's Housing Choice Landlord Guarantee ties claim limits with a household's tenancy at a particular unit.⁸⁰ As a result, the fund could pay out multiple maximum claims on the same household, as long as those claims regarded tenancies at separate units. If programs allow for multiple claims to a household, the fund should tie claim limits to the total dollar amount ever paid out on a household, as to maximize the capacity of the fund.

How long are households covered? Most funds guarantee coverage for households for one to two years. Often, time limits reflect the amount of time for households to establish a successful track record as tenants.⁸¹ Funds should at least cover households for the duration of the initial year's lease but should not cover households indefinitely. Risk mitigation funds are designed to address landlord's initial risk but should not bear that risk forever.⁸²

Several programs⁸³ also limit the length of time landlords can file a claim after repossessing a unit. Time limits range from five business days after repossession of the unit to one year after receiving a court judgement against a household. Such limits ensure that programs are not liable for charges to the fund long after households have moved out of a unit. In Minnesota, landlords must return a tenants security deposit or provide written explanation of withheld deposit within 21 days of termination of tenancy.⁸⁴ Programs in Minnesota could link claim timelines with this statutory timeline.

How are claims validated? All funds review claims prior to pay out. This process ensures that claims legitimately reflect the cost to repair damages caused by the tenant to the unit. The majority of programs utilize staff time to review claims, several requiring that staff physically inspect the unit when landlord's file a claim.⁸⁵ Many programs⁸⁶ utilize third-party validation of claims, either requiring landlords use third-party vendors to repair claims or have a third-party vendor validate claims as part of the review process. Two programs⁸⁷ developed pay out guidelines for damages based those used by local housing authorities. Fargo-Moorhead validates claims through a review committee comprised of an attorney, service and housing providers.⁸⁸ Oregon's Housing Choice Landlord Guarantee utilizes a court

judgement as validation of claims to the fund. However, this form of claim validation can create future housing barriers for tenants as these court orders negatively impact a client's credit or rental history. Often programs face the challenge of developing a transparent review process that limits the administrative burden shouldered by agency staff.

What documents are necessary to make a claim? Programs require a variety of documents to validate claims on households covered by the fund. Most programs⁸⁹ require that landlords submit a form detailing damages to the unit. Several⁹⁰ require that landlords include repair receipts as part of claim submission. Programs⁹¹ often require copies of a landlord's move-in and move-out inspection and one program, the Landlord Liaison Project, participates in both of the move-in and move-out process with tenants. A few programs require copies of a household lease agreement, although the majority of programs⁹² requiring the lease ask for this document at lease-up rather than at claim submission. The "It's All About the Kid's" fund required submission of a copy of the notice of damages to tenants. The Landlord Recruitment and Retention Program requires that landlords sign a waiver releasing the program and household from future claims on reimbursed damages.⁹³

The specifics of claim guidelines reflect the needs and capacity of communities. Most programs⁹⁴ developed claim guidelines in collaboration with landlord participation and input. Specific claim coverage and limits reflect the local rental market, funding limitations, the target number of households covered by the fund, and feedback from landlords in the community. Ultimately, claim guidelines must strike the balance of providing enough financial incentive for landlords to participate in the program with the capacity to cover as many qualified households as possible.

Program Evaluation

Very few programs developed formalized program evaluation of their landlord risk mitigation fund. King County performed the only formal evaluation of any program interviewed. However, this evaluation of the Landlord Liaison Project evaluated the entire project, rather than the impact of the risk reduction fund itself. Additionally, this evaluation took place in 2010, ten months after the program's implementation.⁹⁵ The program has changed several pieces of the program in its eight years of operation, including partnering agency case management requirements.⁹⁶ Additionally, staff shared that while the program paid out few claims initially, they now utilize the fund frequently.⁹⁷ Several programs shared that even though no formal evaluation process exists for the fund, these organizations monitor program spending and data for grant requirements.⁹⁸ However, most staff provided suggestions for possible evaluation metrics for household, landlord, and claims data outlined below.

Household Data

While most programs track the number of households and individual families served, several⁹⁹ also track the barriers and characteristics of those households as well. Both the Landlord Liaison Project (LLP) and the Landlord Recruitment and Retention Project track this data in each's community Homeless Management and Information System (HMIS).¹⁰⁰ Staff at LLP shared that it is easy to track the length of time to house families and individuals in HMIS but challenging to track how long households remain housed.¹⁰¹ Capturing the length of time to assist households with obtaining and maintaining housing demonstrates a fund's ability to assist households secure stable housing.

Landlord Data

Several programs¹⁰² track the number of landlords participating in the program and staff at Landlord Recruitment and Retention also track the number of units made available through the program. Staff discussed the importance of reaching a variety of landlords, rather than simply accessing many units through a handful of landlords with a large portfolio of properties.¹⁰³ Larger metro areas may want to consider tracking the geographic location of units to ensure households are not primarily placed in areas with a high concentration of poverty, poor schools, poor access to transit, and other barriers to opportunity.¹⁰⁴

Several staff suggested landlord feedback as a possible evaluation tool for risk mitigation funds.¹⁰⁵ Many communities¹⁰⁶ surveyed landlords as part of the development of programs. Surveys could ask participating landlords if they would have rented to individuals without the availability of the funds.

Claim Data

Most programs track the number of households served, claims paid out by the fund, and dollar amount of those claims. Rent Well also details the programs' claim rate to the fund.¹⁰⁷ Programs should take caution when utilizing this metric because claim rates can be calculated several ways and are hard to compare with other programs. The easiest way to calculate claim rates utilizes the total number of households covered and total paid claims over the lifetime of the fund. However, claim rates may vary year to year, especially between the early and later years of the fund. Calculating yearly claim rates may be challenging as households' coverage may overlap several calculation periods. Additionally, claim rates may vary depending on client's housing needs. Individuals and families with many housing barriers may have higher claim rates than those with fewer housing barriers and funds may prioritize serving households with the most barriers.¹⁰⁸

Communities invest thousands, and sometimes millions, of dollars into landlord risk mitigation funds. Evaluations are a powerful tool to demonstrate the effectiveness of these programs. The Housing Broker Services program even tracks dollars saved by the fund in the form of negotiated deposits and waived fees to demonstrate the value of the program.¹⁰⁹ This tracking may be more challenging for programs strictly providing a risk mitigation fund; however, evaluations could include information comparing the pay out of the fund and the number of successful tenancies with the comparable cost to house someone in a homeless shelter or in prison.¹¹⁰ Ultimately, programs should establish metrics that demonstrate a fund's ability to assist families and individuals with housing barriers obtain safe and secure housing.

Conclusion

Communities develop landlord risk mitigation funds within a variety of existing homeless prevention and assistance strategies. As a result, landlord risk mitigation funds take shape very differently across, and sometimes even within, the same community. Regardless of the size or scope of these programs, all successful risk mitigation funds develop ways to address tenant participation, landlord engagement, and the claims process. Although no program outlines formal program evaluation, programs should develop strategies to demonstrate the effectiveness and success of its fund.

Conclusion

Individuals and families with criminal records, poor rental and credit history, and other housing barriers face limited housing opportunities in tight rental markets across the country. Communities have developed innovated partnerships with landlords to increase housing opportunities for these members of their community. Landlord risk mitigation funds represent one tool to engage landlords in the effort to create stable and affordable housing opportunities for the chronically homeless, veterans, families, and households with criminal records.

Communities across the country develop programs utilizing landlord risk mitigation funds to fit the needs and resources of their community. Programs with a range of funding capacity develop landlord engagement and tenant participation strategies to ensure that households obtain and maintain stable housing. These strategies, in combination with clear claim guidelines and validation, ensure that these programs maximize fund coverage and preserve the limited funding available for these programs.

Minnesota Housing plays an integral role in the development of successful landlord risk mitigation programs in the state. The agency can ensure that programs develop strong landlord engagement strategies, provide sufficient support for households, and establish clear claim limits. Landlord risk mitigation funds can create housing opportunities for individuals and families with housing barriers across the state. Successful pilot landlord risk mitigation programs can lay the groundwork for a state-wide risk mitigation fund available for all of Minnesota's communities.

Appendix

A Note on Methodology

Very little reliable data exists evaluating programs utilizing landlord risk mitigation funds. King County performed the only formal evaluation of any program interviewed. As a result, this report cannot identify “best practices” for fund development and implementation. Instead, this report utilizes a literature review and interviews with agency staff and community stakeholders to highlight reoccurring success, challenges, and practices of programs utilizing these funds. The author completed interviews with the following individuals and agencies:

- Mona Tschurwald, YWCA of King County
- Katy Miller, United States Interagency Council on Homelessness
- Toeney Flowers, JOIN PDX
- Julie Nixon, The Planning Council
- Amy Nash, Fargo Homeless Coalition
- Emma Schmidt, Lakes and Prairies Community Action Partnership
- Hannah Schmaltz, Home Forward
- Beth Landry, Home Forward
- Dawn Hogan, Lutheran Social Service
- Sybil Hebb, Oregon Law Center
- Julie Grothe, Guild Incorporated
- Madeline Kestler, Dakota County
- Matt Traynor, CHUM
- Courtney Cochran, CHUM
- Zoe Thiel, City of Minneapolis

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- ² Marquette Advisors (2016). Apartment Trends: Twin Cities Metro Area 1st Quarter 2015.
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- ⁴ Sarver, M. (2014). Promoting Landlord Partnerships to Overcome Housing Attainment Barriers. HomeBase.
- ⁵ 2016 Minnesota Session Laws, Chapter 189, Article 12, Section 2, Subd. 3
- ⁶ Joint Center for Housing Studies (2015). America's Rental Housing: Expanding Options for Diverse and Growing Demand. Retrieved from: <http://www.jchs.harvard.edu/research/publications/americas-rental-housing-expanding-options-diverse-and-growing-demand>
- ⁷ Minnesota Housing analysis of data from the U.S. Census Bureau, 2000 Decennial Census and 2013 American Community Survey.
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- ¹⁰ Minnesota Housing analysis of data from the U.S. Census Bureau, 2013 American Community Survey. Minnesota Housing Finance Agency classify annual household incomes below \$50,000 as lower income.
- ¹¹ Macy-Hurley, R., Hooper, J. and Mann, A. (2010). Rapid Re-Housing for Homeless Populations: Program and Community Strategies for Recruiting Private-Market Landlords & Overcoming Housing Barriers. Los Angeles and Boston: Beyond Shelter, HomeStart.
- ¹² Pittman, B. et al. (2016). Initial Findings: Characteristics and Trends: People Experiencing Homelessness in Minnesota. Wilder Foundation; Aubry et al. (2015). Perceptions of Private Market Landlords Who Rent to Tenants of a Housing First Program. American Journal of Community Psychology, 55; Wilder Foundation (2013). Homelessness in Minnesota: Findings from the Statewide Homeless Study. Retrieved from <http://www.wilder.org/Wilder-Research/Publications/Studies/Forms/Study/docsethomepage.aspx?ID=1023&RootFolder=%2FWilder-Research%2FPublications%2FStudies%2FHomelessness%20in%20Minnesota%202012%20Study>; Shah, M.F., Black, C., and Felver, B. (2013). Achieving Successful Community Re-Entry upon Release from Prison. Washington State Department of Commerce, Community Service, and Housing Division; Macy-Hurley, R., Hooper, J. and Mann, A. (2010). Rapid Re-Housing for Homeless Populations: Program and Community Strategies for Recruiting Private-Market Landlords & Overcoming Housing Barriers. Los Angeles and Boston: Beyond Shelter, HomeStart; Roman, C. G. and Travis, J. (2004). Taking Stock: Housing, Homelessness and Prisoner Reentry. The Urban Institute.
- ¹³ Pittman, B. et al. (2016). Initial Findings: Characteristics and Trends: People Experiencing Homelessness in Minnesota. Wilder Foundation.
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- ¹⁵ Greenlee, A. J. (2014). More Than Meets the Market? Landlord Agency in the Illinois Housing Choice Voucher Program. Housing Policy Debate, 24 (3); Macy-Hurley, R., Hooper, J. and Mann, A. (2010). Rapid Re-Housing for Homeless Populations: Program and Community Strategies for Recruiting Private-Market Landlords & Overcoming Housing Barriers. Los Angeles and Boston: Beyond Shelter, HomeStart; Roman, C. G. and Travis, J. (2004). Taking Stock: Housing, Homelessness and Prisoner Reentry. The Urban Institute; Kloos et al. (2002). Landlords as Partners for Promoting Success in Supportive Housing: "It Takes More than a Lease and a Key". Psychiatric Rehabilitation Journal, 25(3).
- ¹⁶ Clark, L. M. (2007). Landlord Attitudes Towards Renting to Released Offenders. Federal Probation, 71(1); Roman, C. G. and Travis, J. (2004). Taking Stock: Housing, Homelessness and Prisoner Reentry. The Urban Institute.
- ¹⁷ Emma Schmidt, personal communication, June 17, 2016; Amy Nash, personal communication, June 22, 2016; United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf.

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- ¹⁸ Emma Schmidt, personal communication, June 17, 2016; Amy Nash, personal communication, June 22, 2016; Julie Nixon, personal communication, June 22, 2016; Toeney Flowers, personal communication, June 23, 2016; Mona Tschurwald, personal communication, July 1, 2016.
- ¹⁹ Two programs, Central Florida's Supportive Housing Program in Orlando and The Landlords Opening Doors Campaign in Denver, were contacted but unable provide interviews for this paper.
- ²⁰ Staff in St. Louis County, Dakota County, and the City of Minneapolis.
- ²¹ Katy Miller, personal communication, June 28, 2016; Mona Tschurwald, personal communication, July 1, 2016; Scott Mingus, personal communication, July 11, 2016; United States Interagency Council on Homelessness (2016). Webinar: Engaging and Supporting Landlords Through Risk Mitigation Funds. Retrieved from: <https://www.usich.gov/tools-for-action/webinar-engaging-and-supporting-landlords-through-risk-mitigation-funds>; YWCA of King County (2016). Landlord Liaison Project Agency Participation Application. Retrieved from: <http://www.landlordliaisonproject.org/agencies/>; United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf; King County (2010) Landlord Liaison Project, 2010 Performance and Evaluation Report. Retrieved from: http://www.kingcounty.gov/~media/socialServices/housing/documents/HFP_HHP/HHP/Landlord_Liaison_Project_Final_2010.ashx?la=en
- ²² Toeney Flowers, personal communication, June 23, 2016; United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf.
- ²³ Julie Nixon, personal communication, June 22, 2016.
- ²⁴ Emma Schmidt, personal communication, June 17, 2016; Amy Nash, personal communication, June 22, 2016.
- ²⁵ Amy Nash, personal communication, June 22, 2016.
- ²⁶ Dawn Horgan, personal communication, June 22, 2016.
- ²⁷ Staff indicated that the fund covered additional households throughout the program's operation. However, only information on the 2005 to 2006 year was available.
- ²⁸ Hannah Schmaltz, personal communication, June 17, 2016; Beth Landry, personal communication, June 20, 2016; Home Forward (2016). Learn How to Rent. Retrieved from: <http://www.homeforward.org/find-a-home/learn-how-to-rent>; Home Forward (2016). Landlord Guarantee Fund Application. Retrieve from: http://homeforward.org/sites/default/files/Rent-Well-LGF-Application_0.pdf
- ²⁹ Multnomah, Clackamas, and Washington counties in Oregon and Clark County in Washington operate Rent-Well programs.
- ³⁰ The administration of the fund and instructor training transferred from Home Forward to a local non-profit as of July 1, 2016.
- ³¹ For instance, the program requires that participants obtain a reference letter outside of normal classroom hours.
- ³² Sybil Hebb, personal communication, July 6, 2016; Oregon Housing and Community Services (2016). Housing Stabilization Program: Housing Choice Landlord Guarantee Program. Retrieved from: <http://www.oregon.gov/ohcs/Pages/housing-choice-landlord-guarantee-assistance.aspx>; ORS 659A.139 Section 3
- ³³ For example, a landlord could file a \$5,000 judgment claim against a tenant for damages to her unit even if a previous landlord had received a \$5,000 reimbursement from the fund for that tenant's occupancy at a different unit.
- ³⁴ For example, if a landlord received \$300 from a tenant for a judgement of \$700, the landlord could apply for reimbursement for the remaining balance of \$400.
- ³⁵ United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf; United States Interagency Council on Homelessness (2016). Webinar: Engaging and Supporting Landlords Through Risk Mitigation Funds. Retrieved from: <https://www.usich.gov/tools-for-action/webinar-engaging-and-supporting-landlords-through-risk-mitigation-funds>.
- ³⁶ The fund does not cover veterans with HUD-VASH vouchers at this time.

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- ³⁷ United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf.
- ³⁸ Central Florida's Supportive Housing Program targets the chronically homeless; the Landlord Liaison Project and Landlord Recruitment and Retention Project target veterans; the Housing Broker Services program targets families. ³⁹ St. Louis County and Dakota County
- ⁴⁰ The Landlord Recruitment and Retention Project, Central Florida's Supportive Housing Program, and Housing Choice Landlord Guarantee.
- ⁴¹ King County (2010) Landlord Liaison Project, 2010 Performance and Evaluation Report. Retrieved from: http://www.kingcounty.gov/~media/socialServices/housing/documents/HFP_HHP/HHP/Landlord_Liaison_Project_Final_2010.ashx?la=en
- ⁴² Greenlee, A. J. (2014). More Than Meets the Market? Landlord Agency in the Illinois Housing Choice Voucher Program. *Housing Policy Debate*, 24 (3).
- ⁴³ Sybil Hebb, personal communication, July 6, 2016.
- ⁴⁴ Madeline Kestler, personal communication, June 27, 2016.
- ⁴⁵ Ibid.
- ⁴⁶ YWCA of King County (2016). Landlord Liaison Project Agency Participation Application. Retrieved from: <http://www.landlordliaisonproject.org/agencies/>
- ⁴⁷ Landlord Liaison Project, Fargo-Moorhead's Landlord Risk Mitigation Fund, Landlord Recruitment and Retention Project, and Housing Broker Services Program
- ⁴⁸ Emma Schmidt, personal communication, June 17, 2016.
- ⁴⁹ United States Interagency Council on Homelessness (2016). Engaging and Supporting Landlords through Risk Mitigation Funds. Retrieved from: https://www.usich.gov/resources/uploads/asset_library/Risk_mitigation_funds_community_profiles.pdf.
- ⁵⁰ Hannah Schmaltz, personal communication, June 17, 2016; Beth Landry, personal communication, June 20, 2016.
- ⁵¹ Seattle (WA), St. Louis County (MN), Dakota County (MN).
- ⁵² Emma Schmidt, personal communication, June 17, 2016.
- ⁵³ The Landlord Liaison Project offers participants education classes; Rent Well requires completion of 15-hour education class as qualification for coverage.
- ⁵⁴ Landlord Recruitment and Retention Project and Fargo-Moorhead's Landlord Risk Mitigation Fund
- ⁵⁵ Katy Miller, personal communication, June 28, 2016.
- ⁵⁶ Partnering agencies that provide intensive case management services, such as mental health agencies, still provide two years of case management for households covered by the fund.
- ⁵⁷ Amy Nash, personal communication, June 22, 2016.
- ⁵⁸ Landlord Liaison Project, Landlord Recruitment and Retention Project, Fargo-Moorhead's Landlord Risk Mitigation Fund, Housing Broker Services Program, and Central Florida's Supportive Housing Program.
- ⁵⁹ Landlord Liaison Project, Landlord Recruitment and Retention Project, and Housing Broker Services Program.
- ⁶⁰ Ibid.
- ⁶¹ Landlord Liaison Project, Landlord Recruitment and Retention Project, and Central Florida's Supportive Housing Program.
- ⁶² Toeney Flowers, personal communication, June 23, 2016.
- ⁶³ Landlord Liaison Project and the Landlord Recruitment and Retention Project
- ⁶⁴ Katy Miller, personal communication, June 28, 2016.
- ⁶⁵ Toeney Flowers, personal communication, June 23, 2016; Julie Nixon, personal communication, June 22, 2016.
- ⁶⁶ Ibid.
- ⁶⁷ Toeney Flowers, personal communication, June 23, 2016; Dawn Horgan, personal communication, June 22, 2016.
- ⁶⁸ Julie Nixon, personal communication, June 22, 2016.
- ⁶⁹ Emma Schmidt, personal communication, June 17, 2016.
- ⁷⁰ Fargo-Moorhead (MN/ND), Portland (OR), Seattle (WA), Orlando (FL)

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- ⁷¹ Oregon, Portland (OR), Orlando (FL), St. Louis County (MN)
- ⁷² Julie Nixon, personal communication, June 22, 2016.
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- ⁷⁶ Zoe Thiel, personal communication, July 1, 2016; Dawn Horgan, personal communication, June 22, 2016.
- ⁷⁷ Julie Nixon, personal communication, June 22, 2016; Sybil Hebb, personal communication, June 29, 2016.
- ⁷⁸ United States Interagency Council on Homelessness (2016). Webinar: Engaging and Supporting Landlords Through Risk Mitigation Funds. Retrieved from: <https://www.usich.gov/tools-for-action/webinar-engaging-and-supporting-landlords-through-risk-mitigation-funds>.
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- ⁸⁰ Sybil Hebb, personal communication, June 29, 2016.
- ⁸¹ Emma Schmidt, personal communication, June 17, 2016.
- ⁸² Zoe Thiel, personal communication, July 1, 2016.
- ⁸³ Rent Well requires submission within 60 days of repossession, “It’s All About the Kids” required submission within 5 days of repossession, the Landlord Recruitment and Retention Program requires submission within 14 days of repossession, the Housing Choice Landlord Guarantee Program requires submission within one year of the final court judgement, and the Housing Broker Services Program requires submission within 60 days.
- ⁸⁴ Minnesota Statutes 2015, section 504B.178, subdivision 3
- ⁸⁵ Housing Broker Services Program, Landlord Liaison Project, Landlord Recruitment and Retention Project, Rent Well, and “It’s All About the Kid’s” Program. The Landlords Opening Doors Campaign and Central Florida’s Supportive Housing Program allow for pay outs up to \$300 without an in-person inspection.
- ⁸⁶ Housing Broker Services Program, Landlord Recruitment and Retention Project, and “It’s All About the Kid’s” Program. Fargo-Moorhead’s Landlord Risk Mitigation Fund uses a third party contractor on a case-by-case basis but is considering requiring this for all claims.
- ⁸⁷ Rent Well and Landlord Liaison Project.
- ⁸⁸ Amy Nash, personal communication, June 22, 2016.
- ⁸⁹ Rent Well, Landlord Recruitment and Retention Project, Fargo-Moorhead’s Landlord Risk Mitigation Fund, Housing Broker Services Program, “It’s All About the Kid’s” Program, and the Housing Choice Landlord Guarantee.
- ⁹⁰ Landlord Liaison Project, Fargo-Moorhead’s Landlord Risk Mitigation Fund, Housing Broker Services Program, and Rent Well.
- ⁹¹ Fargo-Moorhead’s Landlord Risk Mitigation Fund, Rent Well, and “It’s All About the Kid’s” Program require move-in inspection. The Housing Broker Services Program and Landlord Recruitment and Retention Project require both the move-in and move-out inspection.
- ⁹² Rent Well and Fargo-Moorhead’s Landlord Risk Mitigation Fund require at lease-up; Landlord Recruitment and Retention Project requires at claim submission.
- ⁹³ Toeney Flowers, personal communication, June 23, 2016.
- ⁹⁴ Landlord Liaison Project, Landlord Recruitment and Retention Project, Fargo-Moorhead’s Landlord Risk Mitigation Fund, Rent Well, and the Housing Choice Landlord Guarantee
- ⁹⁵ King County (2010) Landlord Liaison Project, 2010 Performance and Evaluation Report. Retrieved from: http://www.kingcounty.gov/~media/socialServices/housing/documents/HFP_HHP/HHP/Landlord_Liaison_Project_Final_2010.ashx?la=en
- ⁹⁶ Katy Miller, personal communication, June 28, 2016; United States Interagency Council on Homelessness (2016). Webinar: Engaging and Supporting Landlords Through Risk Mitigation Funds. Retrieved from:

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⁹⁷ United States Interagency Council on Homelessness (2016). Webinar: Engaging and Supporting Landlords Through Risk Mitigation Funds. Retrieved from: <https://www.usich.gov/tools-for-action/webinar-engaging-and-supporting-landlords-through-risk-mitigation-funds>.

⁹⁸ Julie Nixon, personal communication, June 22, 2016; Mona Tschurwald, personal communication, July 1, 2016.

⁹⁹ Landlord Recruitment and Retention Program , Rent Well, and Retention Project, and Fargo-Moorhead’s Landlord Risk Mitigation ask participants to self-identify barriers as part of the programs intake or application process.

¹⁰⁰ Toeney Flowers, personal communication, June 23, 2016; Mona Tschurwald, personal communication, July 1, 2016.

¹⁰¹ Mona Tschurwald, personal communication, July 1, 2016.

¹⁰² Landlord Liaison Project, Landlord Recruitment and Retention Project, and Fargo-Moorhead’s Landlord Risk Mitigation Fund

¹⁰³ Toeney Flowers, personal communication, June 23, 2016; Amy Nash, personal communication, June 22, 2016.

¹⁰⁴ Zoe Thiel, personal communication, July 1, 2016.

¹⁰⁵ Zoe Thiel, personal communication, July 1, 2016; Julie Nixon, personal communication, June 22, 2016; Mona Tschurwald, personal communication, July 1, 2016.

¹⁰⁶ Seattle (WA), Portland(OR), Dakota County (MN), and St. Louis County (MN)

¹⁰⁷ Beth Landry, personal communication, June 20, 2016.

¹⁰⁸ Zoe Thiel, personal communication, July 1, 2016.

¹⁰⁹ Julie Nixon, personal communication, June 22, 2016.

¹¹⁰ Matt Traynor, personal communication, June 20, 2016.

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Approval of Council’s Legislative Positions for 2018
Presenter:	Lisa Robertson, Chief Deputy City Attorney
Staff Contacts:	Lisa Robertson, Chief Deputy City Attorney
Title:	Thomas Jefferson Planning District Legislative Program, AND 2018 City Council Legislative Position Statements

Background:

Each year, the localities in the Thomas Jefferson Planning District region adopt legislative statements and positions on issues of importance and concern to local governments. These positions form the basis for local advocacy efforts during the General Assembly session each winter. The City Attorney’s Office works in conjunction with TJPDC’s legislative liaison during the session to provide advocacy on behalf of the City’s interests.

Additionally each year, City Council establishes a statement of legislative positions, as a means of communicating to legislators (i) issues of concern and interest to Council, and (ii) requests, if any, for legislative action items.

Discussion:

TJPDC Program—The TJPDC legislative program has been drafted based on discussions with and input from the six localities in the region. The recommendations, requests and positions in the program cover a range of issues and topics that are anticipated to become the subject of proposed legislation or the state budget during the upcoming session, and that may be of concern to the region or to individual localities in the region.

City Position Statement—The City position statement has been drafted to reflect ongoing issues of concern and interest specifically to Council. We try not to repeat positions that are repetitive of those advocated within the TJPDC Program, but where City Council has a slightly different position than TJPDC as a whole, it’s appropriate to include it within Council’s position statements.

Alignment with Council Vision Areas and Strategic Plan:

The position statements in this draft align with the [City Council Vision](#) areas of Quality Housing Opportunities for All, Economic Sustainability, and A Connected Community, as well as Goal 1 (Inclusive, Self-Sufficient Community), Goal 3 (Beautiful Environment) and Goal 4 (Strong Diversified Economy) of the [Strategic Plan](#).

Community Engagement:

Generally, the preparation of these draft position statements is done collaboratively between City Council's Legislative Committee and the City Attorney's Office.

Budgetary Impact:

None

Recommendation:

Staff recommends approval of the attached position statements, with any edits that Council may desire.

Alternatives:

None proposed

Attachments:

2018 TJPD Legislative Program

Proposed City Council Legislative Position Statements

November 13, 2017

TO: Members, Charlottesville City Council
Charlottesville City Manager

FROM: David C. Blount, Legislative Liaison

RE: 2018 TJPD Legislative Program Approval

Attached is the draft 2018 TJPD Legislative Program for your review and consideration. As I discussed when I spoke at your meeting earlier this month, I will be presenting the program and seeking approval of it at your November 20 meeting. This year, the draft program lists three top legislative priorities and three additional priority positions. They are contained in the draft program as follows:

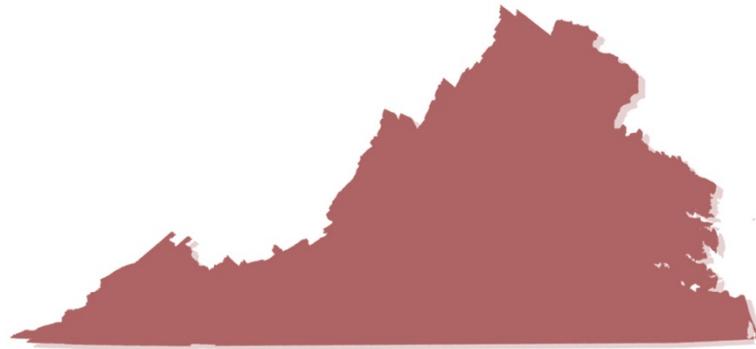
- 1) State Budget and Funding Obligations
- 2) Public Education Funding
- 3) Local Revenue Authority
- 4) Broadband
- 5) Children's Services Act
- 6) Land Use and Growth Management

The "Legislative Positions" section contains recommendations, requests and positions in other areas of interest and concern to the region's localities.

A summary of the six priority positions will be produced and distributed later for you to use in communicating with your legislators.

I look forward to presenting and discussing the draft program when we meet November 20. Thank you.

Recommended Action: Approve the draft TJPD Legislative Program.



Thomas Jefferson Planning District

2018 LEGISLATIVE PROGRAM

DRAFT

Albemarle County | City of Charlottesville
Fluvanna County | Greene County
Louisa County | Nelson County

November 2017

Genevieve Keller, Chair
Chip Boyles, Executive Director
David Blount, Legislative Liaison

TOP LEGISLATIVE PRIORITIES

State Budget and Funding Obligations

PRIORITY: The Planning District localities urge the governor and legislature to enhance state aid to localities, and to not impose mandates on or shift costs for state programs to localities.

While state general fund revenues are expected to continue their upward crawl in the current fiscal year. Development of the next state biennial budget will be challenged by several factors, including the following: 1) the re-benchmarking of public education costs (likely to be over one-half billion dollars); 2) increases in Medicaid costs, which have jumped by over 6% per year since 2010; 3) more pressure on Children’s Services Act funding; and 4) replacement of some one-time “fixes” in the current budget plan.

We encourage the State to develop revenue and spending priorities that support K-12 education, economic development, public safety, and other public goals. Localities continue to be the state’s go-to service provider, despite local budgets being subject to slowly-recovering local and state dollars. State investment in local service delivery must be enhanced, as many mandated programs have been level funded since 2009. Funding levels for others, such as the Children’s Services Act and HB 599, are less than the 2009 amounts.

We take the following positions:

→We oppose unfunded state and federal mandates and the cost shifting that occurs when the state or federal government fails to fund requirements or reduces or eliminates funding for programs. Doing so strains local ability to craft effective and efficient budgets to deliver services mandated by the State or federal government or demanded by residents.

→We urge the State to resist placing additional administrative burdens on local governments without sufficient resources or flexibility; otherwise, the quality of services delivered at the local level is jeopardized.

→We urge policymakers to preserve existing funding formulas rather than altering them in order to save the State money and/or to shift costs to localities.

→The State should not confiscate or redirect local general fund dollars to the state treasury.

Public Education Funding

PRIORITY: The Planning District localities urge the State to fully fund its share of the realistic costs of the Standards of Quality (SOQ) without making policy changes that reduce funding or shift funding responsibility to localities.

The State will spend just over \$6 billion on direct aid to public education in FY18. While we appreciate additional state teacher salary dollars this past year, we believe that the State should significantly increase its commitment to K-12 education. In the past decade, overall state funding has increased just seven percent, and while the state-funded per pupil amount has jumped back above the FY09 level, state dollars do not reflect the true costs of K-12 education. Local governments consistently go “above and beyond” to close the funding gap by appropriating twice as much K-12 funding as required by the state.

We believe localities need an adequately defined SOQ that closes the gap between what school divisions are actually providing and what the state currently funds in the SOQ. This could include

recognizing additional instructional positions and, as recommended by the Board of Education, increasing state-funded staffing ratios for various, non-instructional positions. This would be a welcome change of course, as state policies that have been revised since the Great Recession have reduced the state's funding obligations to public education.

Local Revenue Authority

PRIORITY: The Planning District localities urge the governor and legislature to diversify the revenue options available to localities, to include equalizing the revenue-raising authority of counties with that of cities, and to not restrict local revenue-raising authority.

We support the legislature making additional revenue options available to diversify the local revenue stream, which could reduce dependency on real property taxes, rather than removing or restricting local revenue authorities. One way to do this is to eliminate the differences between city and county taxing authority, which exist due to now less-prevalent distinctions in the services provided. This would mean removing the restrictions that currently apply to county authority to levy the meals, lodging, cigarette and amusement taxes. Equalizing revenue authority for counties with that of cities also should be included as part of a needed modernization of the state's tax system to comport with the realities of a global, information-driven economy, which will rely less on governmental spending and more on new, private sector business models. We also believe any tax reform efforts should examine the financing and delivering of state services at the local level.

We take the following positions:

→The State should refrain from establishing local tax policy at the state level and allow local governments determine the equity of local taxation policy.

→The State should not expect local governments to pay for new funding requirements or the expansion of existing ones on locally-delivered services, without a commensurate increase in state financial assistance or new local taxing authority (see above).

→The State should not alter or eliminate the BPOL and Machinery and Tools taxes.

→The State should support the appropriate collection of transient occupancy taxes from online transactions.

→The State should revamp the Communications Sales and Use Tax (CSUT). Revenues from the CSUT coming back to localities are 20% less than 10 years ago, primarily because the tax does not reflect modern technology patterns of consumption. Accordingly, we support 1) leveling the current 5% CSUT with the state sales tax rate of 5.3%; 2) broadening the coverage of the tax to include audio and video streaming and prepaid calling services; and 3) targeting the additional revenues generated to support rural area broadband expansion.

OTHER PRIORITY ITEMS

Broadband

PRIORITY: The Planning District localities encourage and support state and federal efforts and financial incentives that assist localities and their communities in deploying universal, affordable access to broadband technology, particularly in unserved and underserved areas.

Access to broadband, or high-speed internet, is a critical necessity in the 21st century. It has become basic, not optional, infrastructure, just like roads and electricity, that is essential for economic growth, equity in access to public education, community growth, and consumer communications and information. Many communities, particularly those in unserved rural areas, need thoughtful, longer-term strategies to bridge the broadband gap. This may be an approach that utilizes both fiber and wireless technologies, private/public partnerships and regulated markets that provide a choice of service providers and competitive prices.

Accordingly, we believe state and federal support should include the following:

- Development of a statewide comprehensive plan for broadband and state support for local governments that are developing or implementing local or regional broadband plans;
 - Provisions that provide for sharing utility and road right-of-way easements for expanding broadband;
 - Support for linking broadband efforts for education and public safety to private sector efforts to serve businesses and residences;
 - Maintaining local land use, permitting, fee and other local authorities;
 - Amending the current 5% Communications Sales and Use Tax to apply to previously uncovered technologies and to mirror the state sales tax rate of 5.3%, and targeting the additional revenues generated to rural area broadband expansion; and
 - Consideration of proposals that would subject broadband to stricter and more developed regulation as a public utility.
-

Children's Services Act

PRIORITY: The Planning District localities urge the State to be partners in containing costs of the Children's Services Act (CSA) and to better balance CSA responsibilities between the State and local government. The State should resist attempts to shift costs of serving children through CSA to localities and schools.

Since the inception of CSA in the early 1990's, there has been pressure to hold down costs, to cap state costs for serving mandated children, to increase local match levels and to make the program more uniform by attempting to control how localities run their programs.

This past session, the General Assembly appropriated an additional \$85.7 million to address increasing caseloads and costs in CSA, an increase largely attributable to private special education day placement costs. The budget also included language directing a review of options for these placements and how their cost and quality could be better managed. Localities are concerned about proposals that would move CSA "lump sum" funding to the Department of Education, with any resulting funding

shortfalls becoming the responsibility of localities (rather than the current process where localities request supplemental state funding). Such a scenario could limit services and funding that are necessary for students who may need more intensive services at any time.

Accordingly, we support 1) the ability to use state funds to pay for mandated services provided directly by the locality, specifically for private day placements, where the same services could be offered in schools; and 2) maintaining cost shares on a sum sufficient basis by both the State and local governments. Changing the funding mechanism to a per-pupil basis of state funding would shift the sum sufficient portion fully to localities, which we would oppose.

We also support the following:

- Enhanced state funding for local CSA administrative costs;
- A cap on local expenditures (with the State making up any gaps) in order to combat higher costs for serving mandated children; and
- The State being proactive in making residential facilities and service providers available, especially in rural areas.

Land Use and Growth Management

PRIORITY: The Planning District localities encourage the State to resist preempting or circumventing existing land use authorities, and to provide additional tools to plan and manage growth.

Over the years, the General Assembly has enacted both mandated and optional land use provisions. Some have been helpful, while others have prescribed one-size-fits-all rules that hamper different local approaches to land use planning. Accordingly, we support local authority to plan and regulate land use. We oppose legislation that weakens these key local responsibilities; this would include recent efforts to 1) restrict local oversight of the placement of various telecommunications infrastructure, and 2) single out specific land uses for special treatment without regard to the impact of such uses in particular locations.

We also believe the General Assembly should provide localities with necessary tools to meet important infrastructure needs, as current land use authority often is inadequate to allow local governments to provide for balanced growth in ways that protect and improve quality of life. This would include more workable impact fee authority for facilities other than roads, and changes to the currently-enacted proffer system. Proffer legislation approved in 2016 limits the scope of impacts that may be addressed by proffers, and establishes specific criteria for when a proffer is deemed to be unreasonable. We support changes to the law to provide more balanced and practical standards for determining whether a proffer is reasonable and to restore a climate where localities and applicants can openly discuss rezoning applications.

Further, we support ongoing state and local efforts to coordinate land use and transportation planning, and urge state and local officials to be mindful of various local and regional plans when conducting corridor or transportation planning within a locality or region.

Finally, concerning land preservation, we request state funding and incentives for localities, at their option, to acquire, preserve and maintain open space.

LEGISLATIVE POSITIONS

Economic and Workforce Development

The Planning District's member localities recognize economic development and workforce training as essential to the continued viability of the Commonwealth. We support policies and additional state funding that closely link the goals of economic and workforce development and the state's efforts to streamline and integrate workforce activities and revenue sources. We encourage enhanced coordination with K-12 education to equip the workforce with in-demand skill sets so as to align workforce supply with anticipated employer demands. We also support continuing emphasis on regional cooperation in economic, workforce and tourism development.

Economic Development:

- We support continuation of the *GO Virginia* initiative to grow and diversify the private sector in each region, with ongoing state financial incentives, technical support and other incentives to support collaboration by business, governments, educational institutions and communities that spur economic development, job creation and career readiness.
- We support legislation that dedicates income and sales tax revenues generated by corporations and limited liability companies within an economic development project to such locality in cases where the locality has expended local funds for such project and state grant funds or incentives were not involved.

Planning District Commissions:

- We support increased state funding for regional planning district commissions.
- We encourage opportunities for planning districts to collaborate with state officials and state agencies on regional programs and projects.

Agricultural Products and Enterprises:

We encourage state and local governments to work together and with other entities to identify, to provide incentives for, and to promote local, regional and state agricultural products and rural enterprises, and to encourage opportunities for such products and enterprises through a balanced approach.

Education

The Planning District's member localities believe that the state should be a reliable funding partner with localities by recognizing the operational, personnel, and capital resources necessary for a high-quality public education system (see priority position on *Public Education Funding*).

School Division Finances:

- We believe that unfunded liability associated with the teacher retirement plan should be a shared responsibility of state and local government, with the Virginia Department of Education paying its share of retirement costs directly to VRS in order to facilitate such sharing.
- The State should not eliminate or decrease funding for school employee benefits.

- We support legislation that 1) establishes a mechanism for local appeal to the State of the calculated Local Composite Index (LCI); and 2) amends the LCI formula to recognize the land use taxation value, rather than the true value, of real property.

Literary Fund:

- The State should discontinue seizing dollars from the Literary Fund to help pay for teacher retirement.
- We urge state financial assistance with school construction and renovation needs, including funding for the Literary Loan and interest rate subsidy programs.

Environmental Quality

The Planning District's member localities believe that environmental quality should be funded and promoted through a comprehensive approach, and address air and water quality, solid waste management, land conservation, climate change and land use policies. We support protection and enhancement of the environment and recognize the need to achieve a proper balance between environmental regulation and the socio-economic health of our communities within the constraints of available revenues. Such an approach requires regional cooperation due to the inter-jurisdictional nature of many environmental resources, and adequate state funding to support local and regional efforts.

Chesapeake Bay Preservation Act:

- We oppose legislation mandating expansion of the Chesapeake Bay Preservation Act's coverage area. Instead, we urge the State to 1) provide legal, financial and technical support to localities that wish to comply with any of the Act's provisions; 2) allow localities to use other practices to improve water quality; and 3) provide funding for other strategies that address point and non-point source pollution.

Biosolids:

- We support the option for localities, as a part of their zoning ordinances, to designate and/or reasonably restrict the land application of biosolids to specific areas within the locality, based on criteria designed to further protect the public safety and welfare of citizens.

Alternate On-Site Sewage Systems:

- We support legislative and regulatory action to 1) ensure operation and maintenance of alternative on-site sewage systems in ways that protect public health and the environment, and 2) increase options for localities to secure owner abatement or correction of system deficiencies.

Dam Safety:

- We support dam safety regulations that do not impose unreasonable costs on dam owners whose structures meet current safety standards.

Water Supply:

- The State should be a partner with localities in water supply development and should work with and assist localities in addressing water supply issues, including investing in regional projects.

Program Administration:

- The State should not impose a fee, tax or surcharge on water, sewer, solid waste or other local services to pay for state environmental programs.

General Government

The Planning District's member localities believe that since so many governmental actions take place at the local level, a strong local government system is essential. Local governments must have the freedom, flexibility and tools to carry out their responsibilities.

Internet-based Businesses and Services:

- We oppose legislation that would single out internet-based businesses and services for special treatment or exceptions. Rather, the State should support local authority concerning collection and auditing of taxes, licensing and regulation. There should be a level playing field for competition among businesses offering goods and services to ensure safety, reliability and fair access to such offerings by consumers and the general public.

Local Government Operations:

- We oppose intrusive legislation involving purchasing procedures; local government authority to establish hours of work, salaries and working conditions for local employees; matters that can be adopted by resolution or ordinance; procedures for adopting ordinances; and procedures for conducting public meetings.
- We support allowing localities to use alternatives to newspapers for publishing various legal advertisements and public notices.
- We support local flexibility regarding public parking regulation and enforcement.
- We oppose attempts to reduce sovereign immunity protections for localities and their employees, to include regional jail officers.

State-Supported Positions:

- Localities should have maximum flexibility in providing compensation increases for state-supported local employees (including school personnel), as local governments provide significant local dollars and additional personnel beyond those funded by the State.

Elections:

- As elections administration has become more complex and both federal and state financial support for elections has been decreasing, we urge funding to address coming critical shortfalls in elections administration dollars. We also support state funding for voting equipment replacement, as many older voting machines are exhibiting end-of-life problems.

Freedom of Information Act (FOIA):

- We request that any changes to FOIA preserve 1) a local governing body's ability to meet in closed session, 2) the list of records currently exempt from disclosure, and 3) provisions concerning creation of customized records.
- We support changes to allow local and regional public bodies to conduct electronic meetings as now permitted for state public bodies.

Quality of Life Issues:

- We oppose changes to state law that further weaken a locality's ability to regulate noise or the discharge of firearms.
- We support expanding local authority to regulate smoking in public places.

Health and Human Services

The Planning District's member localities recognize that special attention must be given to developing circumstances under which people, especially the disabled, the poor, the young and the elderly, can achieve their full potential. Transparent state policies and funding for at-risk individuals and families to access appropriate services are critical. The delivery of such services must be a collaborative effort by federal, state and local agencies.

Funding:

- We oppose changes in state funding or policies that increase the local share of costs for human services. We also oppose any shifting of Medicaid matching requirements from the State to localities.
- The State should provide sufficient funding to allow Community Services Boards (CSBs) to meet the challenges of providing a community-based system of care. We believe children with mental health needs should be treated in the mental health system, where CSBs are the point of entry.
- We support increased investment in the ID waiver program for adults and young people and Medicaid reimbursement for children's dental services.
- We support sufficient state funding assistance for older residents, to include companion and in-home services, home-delivered meals and transportation.

Social Services:

- We support the provision of sufficient state funding to match federal dollars for the administration of mandated services within the Department of Social Services, and to meet the staffing standards for local departments to provide services as stipulated in state law.
- We support changes to the Code to provide that a judicial finding be controlling of administrative findings in alleged child abuse and neglect cases.

Prevention:

- We support continued operation and enhancement of early intervention and prevention programs. This includes the Virginia Preschool Initiative, Part C of the Individuals with Disabilities Education Act (infants and toddlers), and federal reauthorization of funding for the Children's Health Insurance Program (CHIP) in order to provide health coverage for vulnerable children.

Childcare:

- The legislature should provide full funding to assist low-income working and TANF (and former TANF) families with childcare costs. These dollars help working-class parents pay for supervised daycare facilities and support efforts for families to become self-sufficient.

Housing

The Planning District's member localities believe that every citizen should have an opportunity to afford decent, safe and sanitary housing. The State and localities should work to expand and preserve the supply and improve the quality of affordable housing for the elderly, disabled, and low- and moderate-income households. Regional planning and solutions should be implemented whenever possible.

Affordable Housing:

- We support the following: 1) local flexibility in the operation of affordable housing programs and establishment of affordable dwelling unit ordinances; 2) creation of a state housing trust fund; 3) grants and loans to low- or moderate-income persons to aid in purchasing dwellings; and 4) the provision of other funding to encourage affordable housing initiatives.

Homelessness:

- We support measures to prevent homelessness and to assist the chronic homeless.

Historic Structures:

- We support incentives that encourage rehabilitation and preservation of historic structures.

Public Safety

The Planning District's member localities encourage state financial support, cooperation and assistance for local law enforcement (and state police), emergency medical care, criminal justice activities and fire services responsibilities carried out locally.

Funding:

- We urge the State to make Compensation Board funding a top priority, fully funding local positions that fall under its purview. It should not increase the local share of funding Constitutional offices or divert money away from them, but increase dollars needed for their operation.
- We support returning funding responsibility for the Line of Duty Act (LODA) to the State. In the absence of that, there should be no new or enhanced benefits that increase locality costs.
- We urge state funding of the HB 599 law enforcement program in accordance with *Code of Virginia* provisions.
- The State should increase funding to the Virginia Juvenile Community Crime Control Act program, which has cut in half the number of juvenile justice commitments over the past decade.
- We support funding for mental health and substance abuse services at juvenile detention centers.

Jails:

- As the state prisoner reimbursement rate is insufficient to cover actual costs, the State should restore per diem payments to localities 1) for housing state-responsible prisoners to \$14 per day, and 2) for housing local responsible offenders to \$8 per day. If a state-responsible prisoner is sentenced to serve in jail for more than one year, then the State should compensate the jail for the actual cost of incarceration.
- The State should not shift costs to localities by altering the definition of state-responsible prisoner.
- The State should continue to allow exemptions from the federal prisoner offset.

Offender Programs and Services:

- We support continued state funding of the drug court program and the Offender Reentry and Transition Services (ORTS), Community Corrections and Pretrial Services Acts.
- We support continued state endorsement of the role and authority of pretrial services offices.
- We support authorization for the court to issue restricted driver's licenses to persons denied them because of having outstanding court costs or fees.

Body Cameras:

- We support the ability of local governments to adopt policies regarding law enforcement body worn cameras that account for local needs and fiscal realities.

Transportation Funding and Devolution

The Planning District's member localities recognize that revenues for expanding and maintaining all modes of infrastructure are critical for meeting Virginia's well-documented transportation challenges and for keeping pace with growing public needs and expectations. We believe the state should continue to enhance funding for local and regional transportation needs, including the Revenue Sharing Program with localities. We also remain opposed to attempts to transfer responsibility to counties for construction, maintenance or operation of current or new secondary roads.

Transit Capital Funding:

- Capital Project Revenue bonds, approved in 2007 to provide \$600 million over 10 years for transit capital, are expiring. Failure by the state to provide replacement funding will jeopardize safe and reliable transit service and will result in the loss of federal funds if they are unable to be matched, which would mean a double hit for transit agencies funded primarily at the local/regional level. Therefore, it is critical that the State identify new funding sources for transit capital investments.

Smart Scale:

- As the State continues to implement the prioritization process established by HB 2 (2014), known as “Smart Scale,” and the distribution formula for highway construction projects established by HB 1887 (2015), there should be adequate funding, and local authority to generate transportation dollars, for important local and regional projects.

Devolution:

- We believe that efficient and effective transportation infrastructure, including the secondary road system, is critical to a healthy economy, job creation, a cleaner environment and public safety. Accordingly, we oppose shifting the responsibility for secondary roads to local entities, which could result in vast differences among existing road systems in different localities, potentially placing the state at a competitive economic disadvantage with other states when considering business and job recruitment, and movement of goods.

Local and Regional Authority:

- We support additional authority to establish mechanisms for funding transit in our region.
- We support VDOT utilizing Metropolitan Planning Organizations and regional rural transportation staff to carry out local transportation studies.

Water Quality

The Planning District’s member localities support the goal of improved water quality, but as we face ongoing costs for remedies, including stormwater management and to address revised water quality criteria, we believe major and reliable forms of financial and technical assistance from the federal and state governments is necessary if comprehensive improvement strategies are to be effective.

Funding:

- We urge aggressive state investment in meeting required milestones for reducing Chesapeake Bay pollution to acceptable levels.
- We believe these investments include authority, funding and other resources to achieve success, and must ensure that cost/benefit analyses are conducted of solutions that generate the greatest pollution reductions per dollar spent.
- We support dollars being targeted to stormwater management, for permitted dischargers to upgrade treatment plants and for any retrofitting of developed areas, and to aid farmers with best management practices.

Stormwater Management:

- We request that any stormwater requirements be balanced and flexible, and that adequate funding and training be available for the State and local governments to meet ongoing costs associated with local stormwater programs.
- We support continued investment in the Stormwater Local Assistance Fund to assist localities with much-needed stormwater projects.
- We will oppose proposals that would result in new or expanded mandates or requirements, including elimination of current “opt-out” provisions, or financial burdens on local governments.
- We oppose further amendments to the regulation of stormwater which would require a locality to waive stormwater charges.

Nutrient Allocations:

- We oppose efforts that would require re-justification of nutrient allocations for existing wastewater treatment facilities in our region or that would reduce or eliminate nutrient allocation or related treatment capacity serving the region.

**CHARLOTTESVILLE CITY COUNCIL
LEGISLATIVE POSITION STATEMENTS
FOR THE 2018 GENERAL ASSEMBLY SESSION**

Endorsement of TJPD and VML Priority Statements

As a member of the TJPD, Virginia First Cities and of the Virginia Municipal League, we are supportive of the 2018 Legislative Positions presented by those organizations. On a few issues the City's interests may differ, and those issues are included within our position statements following below.

Children's Education, Services and Programs

We appreciate state funding currently being provided to support implementation by local school divisions of extended school day/ extended school year programs, and encourage continuation of these dollars. Also, the State should increase funding to the Virginia Juvenile Community Crime Control Act (VJCCCA) program, which has cut in half the number of juvenile justice commitments over the past decade.

Affordable housing

We strongly advocate that the State should consider enactment of legislation authorizing inclusionary zoning ordinances. In localities where there is an affordable housing crisis, market forces are not delivering new affordable units, and the over-complexity of the density bonus provisions within Virginia Code § 15.2-2305 (the provisions of which do not appear to have been reviewed since 2008 for economic feasibility) make that statute difficult to interpret and apply. We encourage the General Assembly to establish a comprehensive state Affordable Housing Program that delegates authority to all Virginia municipalities consistent with the more general authorization within Virginia Code § 15.2-2304. Finally, we support any and all legislative action that would allow localities greater flexibility in (i) the range of methods that may be applied to implement local affordable housing programs, and (ii) in the use of public funding for the promotion and establishment of affordable housing.

Public Service Corporations' Use of Public Rights of Way

We oppose any legislative action that would further expand the ability of telecommunications companies or other entities to install new above-ground poles or other support structures in City rights-of-way, on terms or conditions mandated by state law. However, we encourage legislators to support doubling the scope of Dominion Virginia Power's Pilot Program for Undergrounding Utility lines, either by legislation or by approval of state funding. We encourage legislators to authorize Dominion Virginia Power to spend up to 10% of their revenue on undergrounding lines and to include an "open ditch" policy allowing the burial of power lines either within or adjacent to a public Right of Way ROW. Dominion should be allowed to impose a surcharge on affected customers, if undergrounding is requested by a locality to coincide with local projects removing and replacing natural gas, water and sewer lines within a public ROW.

Local authority to regulate the use and development of land

We oppose any legislative action that would limit our local authority to regulate the nature and intensity of specific uses of land, in relation to their location(s) within our city; we oppose any legislation that would single out specific land uses for special treatment throughout the Commonwealth without regard to the impact of such land uses in particular locations.

We appreciate the state's willingness to work with localities to coordinate land use and transportation planning, including multi-modal transportation planning. We ask legislators to provide state funding and incentives to support localities' acquisition, preservation and maintenance of open space.

Stormwater management; water quality

The City of Charlottesville asks legislators to oppose any legislation which would require a locality to waive stormwater utility fees, or to exempt railroad companies or other entities from the requirement to pay local Stormwater utility fees--all landowners should be required to share in the cost of stormwater utility programs. The state should substantially increase funding for the **Stormwater Local Assistance Fund (SLAF)**, the program that provides matching grants to localities for stormwater management projects. The state should also provide reliable state funding for Agriculture Best Management Practices Cost-Share programs. We ask your support for the provision of adequate funding and training as well as an expansion of allowable stormwater management “best practices” (including, but not limited to, the use silva cell technology to filter stormwater runoff while sustaining street trees that would enable the State and local governments to meet total daily maximum load (TMDL) nutrient reduction requirements, and ongoing costs associated with local stormwater management programs that became effective in 2014). We encourage our legislators to oppose any legislation that would result in new or expanded mandates or requirements.

Chesapeake Bay Preservation Act

The City of Charlottesville does not oppose expansion of the CBPA beyond its current tidal river boundaries. In this regard, our position differs from TJPD’s.

Clean energy initiatives

The City of Charlottesville is committed to reducing its community-wide greenhouse emissions associated with energy use. Increasing the availability of financial resources available to a broader range of community members is one key to our success. We encourage our representatives to endorse legislation, funding, and data sharing proposals that support energy efficiency and renewable energy use.

We support Virginia entering the Regional Greenhouse Gas Initiative (RGGI) with proceeds supporting residential energy efficiency improvements, and we encourage establishing a renewable energy portfolio standard. We support legislation for community-owned solar facilities and legislation that would enhance the ability of landowners to implement solar energy facilities for residential dwellings, consistent with zoning regulations applicable within local historic districts. The net metering program requirements should be amended to allow for oversizing, when a utility customer can demonstrate projected growth/use of electricity over a 5-year period. We support legislation that would allow local governments to aggregate the electric loads of their buildings, facilities and governmental operations for the purpose of net metering, and we request legislators to support action that would raise the net-metering limit for non-residential customers.

Transportation Funding and Devolution

We urge legislators to increase state funding for the expansion and maintenance of all modes of our transportation infrastructure, to keep pace with growing public needs and expectations. As the State continues to implement the Smart Scale project prioritization process, adequate funding is critical for important local and regional projects, including those that promote walking and cycling as viable modes of transportation for commuting (not just recreation). We also encourage legislators to support the establishment of a “Smart Scale-type” prioritization for rail and transit projects. We ask our legislators to advocate for an increase in the lane-mileage rates for funding of local street maintenance (primary/urban funds).

Easing restrictions on obtaining restricted driver’s licenses

We encourage legislation that would allow restricted driver licenses to be issued for as long as a court deems appropriate, and to allow courts to issue restricted licenses when necessary to facilitate the employment, or continued employment of an individual who is otherwise subject to revocation of his or her driver license.

Public Safety

Firearms--we encourage the General Assembly to consider reasonable firearms regulations in densely populated localities, including expanding the list of urban localities in which the state prohibits individuals from carrying certain loaded semi-automatic rifles and pistols, and certain shotguns, in public places. In densely populated areas, such as Charlottesville and the other localities already listed in this existing state statute, the carrying of such firearms presents special risks and hazards—and the General Assembly has already acknowledged this within 18.2-287.4. We encourage legislation allowing urban localities enhanced authority to regulate the discharge of firearms.

Cell Phone Use While Driving--according to the Morbidity and Mortality Weekly Report, and a 2013 study by the Virginia Tech Transportation Institute, distracted driving accounts for 10% of all fatal motor vehicle accidents. Reaching for a phone, checking contacts, and dialing makes an accident three times more likely. Given practical limitations of enforcing Virginia's "no-texting-while-driving" law we ask legislators to consider enacting a flat ban on drivers using handheld phones (exempting only the use of a GPS device which can be monitored by police).

Procurement

We oppose any legislative action that would restrict our ability to make local procurement decisions that are best for the citizens we serve. Any erosion of local authority to implement the policies of the Virginia Public Procurement Act, through means tailored at the local level to assure acquisition of the best goods and services at the most competitive rates, is contrary to fiscal responsibility objectives.

We ask legislators to continue to support any legislation that would authorize use of preferences by public bodies for goods, services, and construction produced in the locality in which the public body is located, and that would authorize preferences for award of contracts to persons, firms, or corporations having principal places of business in the locality in which the procuring public body is located. We also ask you to support any legislation that would allow localities the ability to procure goods and services by competitive negotiation, in situations where job creation and tax base expansion would be part of a "best value" analysis of competitive proposals.

State budget and local Revenues, generally

We encourage legislators to improve the process for evaluating local fiscal impacts of proposed legislation. Actions that would impose additional administrative burdens on local governments without sufficient financial resources or administrative flexibility will jeopardize the quality of services delivered at the local level, and will ultimately jeopardize the potential success of state programs and initiatives. We oppose any shift of the cost(s) of state programs to localities, and we oppose any legislative or budgetary action that would remove or reduce any existing sources of local funding (e.g., HB599 funding for law enforcement; diversion of fines, fees and forfeitures relating to violations of local ordinances; etc.). We oppose across-the-board state cuts to education funding.

Likewise, we request our legislators to change the manner in which transportation funding is provided to localities; localities should have flexibility to apply transportation funding in a manner that they deem most beneficial to their own communities. Localities should have the right to determine whether allocations of state funding should be spent for maintenance of existing streets or for new construction.

Taxing, licensing and regulating internet-based businesses and services

We oppose any state legislation that would single out any internet-based businesses and services for special treatment for purposes of local taxation, licensing and regulation. We request our legislators to protect our local ability to regulate businesses on a level playing field, whether they are traditional, electronic, internet-based, virtual, or otherwise. Creating a level playing field for competition among businesses offering goods and

services is the best way to ensure safety, reliability, and fair access to goods and services for consumers. The state should not carve out exceptions to business licensing, or local taxes, for special interest groups; in doing so, state legislators would harm traditional local businesses and deprive local governments of stable and reliable sources of revenue.

Requests to Legislators for Specific Bills

(1) Safety of Public Parks, Public Buildings and other Public Spaces.

Authority to Control the Safety of Public Spaces and Buildings. We ask our legislators to sponsor a bill that would **create an exception to the restrictions set forth within Virginia Code § 15.2-915** specifically: to authorize municipalities and other local governments to prohibit the possession of firearms (including concealed firearms carried with a permit) and weapons by any individual who is at a meeting conducted by, or on property owned, operated, managed or under the control of the local government. This authority would apply to the grounds of a public park or other similar public place, during times at which entry to that public place is controlled at entrances where law enforcement or security officers are present, and metal detection devices are employed. Notice of any such prohibition would need to be posted on the property during times when the prohibition would be in effect. **The state of Tennessee adopted such legislation, which took effect July 1, 2017, see TN ST § 39-17-1359.** The availability of this legislatively-delegated authority contributed significantly to the successful management of a rally conducted in Shelbyville, Tennessee in October 2017.

Prohibition of certain firearms in Charlottesville. We ask our legislators to sponsor a bill that would **add the City of Charlottesville to the list of other urban jurisdictions in which, pursuant to Virginia Code § 18.2-287.4,** it is unlawful for any individual to carry a loaded: (a) semi-automatic center-fire rifle or pistol that expels single or multiple projectiles by action of an explosion of a combustible material and is equipped at the time of the offense with a magazine that will hold more than 20 rounds of ammunition or designed by the manufacturer to accommodate a silencer or equipped with a folding stock or (b) shotgun with a magazine that will hold more than seven rounds of the longest ammunition for which it is chambered, on or about his person, on any public street, road, alley, sidewalk, public right-of-way, or in any public park or any other place of whatever nature that is open to the public.

Prohibition of burning torches in public places, with intent to intimidate. We ask our legislators to sponsor a bill that would make it a crime for an individual to carry a burning torch on any highway or other public place, with the intent of intimidating any person or group of persons. This legislation could be **added to Title 18.2 of the Virginia Code, where there already exist similar provisions prohibiting the burning of a cross or other object on public property,** and prohibiting the display of a noose on a highway or other public place in a manner having a direct tendency to place another person in reasonable fear or apprehension of death or bodily injury.

(2) Authority to make local decisions on Confederate monuments: We ask our legislators to sponsor a bill that would exempt municipalities from the restrictions and requirements of Virginia Code §§ 15.2-1812, for any monuments or memorials erected in such municipality prior to July 1, 1997. Further, we ask the legislators to introduce bills (i) to grant municipalities immunity from suit under the provisions of 15.2-1812.1 as to any such monuments or memorials, and (ii) to clarify that a locality is immune from prosecution for a violation of Virginia Code § 18.2-137 with respect to any monument or memorial owned by such locality.

(3) Authority for Members of Governing Bodies to Serve as Members of a Convention and Visitors' Bureau: We ask our legislators to sponsor a bill that would **amend the current provisions of Virginia Code**

15.2-1535(B), to authorize members of local governing bodies to be named by that governing body to serve as a member of a local convention, visitors' and/or tourism board, bureau, commission, committee or agency. The City of Charlottesville and County of Albemarle have jointly established the Charlottesville Albemarle Convention and Visitors Bureau, and the governing bodies of both the City and County desire clarification that they may serve as members of that public body.

(4) Speed Cameras: We ask our legislators to sponsor a bill that would enable certain local governments to adopt policies regarding the deployment of automated speed cameras in school zones and residential neighborhoods at no cost to the Commonwealth of Virginia. We have several residential neighborhoods, and school zones, experiencing significant traffic safety hazards due to motorists traveling at speeds well above posted limits—at levels which enhanced enforcement and enhanced penalties have not deterred.

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CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 20, 2017
Action Required:	Direction from Council
Presenters:	Mike Murphy, Assistant City Manager
Staff Contacts:	Maurice Jones, City Manager Mike Murphy, Assistant City Manager Alfred Thomas, Chief of Police Brian O'Donnell, Police Lieutenant Charlene Green, Manager Office of Human Rights
Title:	Citizen Review Board and Charlottesville Police Citizens Advisory Panel

Background:

In the spring of 2008, the City Manager's Office, Police Department and City Attorney's Office examined whether a citizen review initiative ("CRI") would be appropriate for the City of Charlottesville's police department, and if so what form it would take. The implementation and appointment of the Citizens Advisory Panel was a product of that process and Council appointed the inaugural panel in October of 2008. It was Council's belief that the panel would enhance the Police Department's community relations efforts by providing the Chief of Police with the opportunity to consult on a regular basis with a diverse group of residents and/or business owners on important policing and community issues.

In the fall of 2015 Chief Timothy Longo presented to Council on the possibility of changes to the Citizens Advisory Panel. The following options were presented at that time:

- (1) Direct the Citizen's Advisory Panel and the Human Rights Commission individually to review the President's 21st Century Policing Report and use it as a substantive road map to determine how they can work with the Charlottesville Police Department in implementing the recommendations that are set forth, (2) Merge the Citizens Advisory Panel with the Human Rights Commission and provide them with the specific direction set out in above in option 1, or (3) Retain the existing Citizens Advisory Panel and reframe their current responsibilities with a view towards specifically tasking them with a role in police recruitment, selection, retention, training, and enhancing police and community relations or some combination thereof, and further provide them specifically to review the President's 21st Century Policing Report and use it as a substantive roadman to determine how they can work with the police department in implementing the recommendations that are set forth in the report.*

No significant changes were made to the structure of the panel prior to Chief Longo's departure in May 2016 and the Council has not considered this topic on their agenda.

Discussion:

In 2008 concerns from citizens and Council led to the charge and structure of the current advisory panel. The stated mission on the City of Charlottesville website is:

Serves as an advisory group assisting the Police Chief and City Manager in building positive citizen relationships, encouraging widespread police and citizen engagement, and ensuring that issues that arise in the aftermath of a critical event are assessed in a manner that properly balances legitimate policing practices and community values and expectations.

Review of police interactions has been considered in the past as a product of the Task Force on Disproportionate Minority Contact in the Juvenile Justice system. Some discussion of citizen review of investigative detentions or “stop and frisks” was considered but not initiated due to training, legal, and privacy concerns. Council has recently received feedback about citizen review of law enforcement after a series of significant community events in 2017. Citizen review has been requested that places emphasis on oversight and accountability. The current CPCAP has made recommendations to Council that are attached. Staff would summarize their recommendation as a request to continue their work, modify their charge, and include citizen review as a component that is necessarily paired with an effort to improve community policing strategies.

Alignment with City Council’s Vision and Strategic Plan:

This initiative aligns with Strategic Plan Goals 1: An Inclusive Community of Self Sufficient Residents, and 2: A Healthy and Safe City.

Budgetary Impact

There is currently no budget impact. The current CPCAP has made a budget request that is attached. Resources required will be dependent on the future direction of this initiative.

Recommendation:

Staff believes that it is time for Council to consider the charge of any panel meant to interact with citizens or review law enforcement actions. Relationship building, community trust, and citizen engagement are as critical today for police as they have ever been. Our community faces many new challenges after the events of the past six months, and some of the concerns raised are not new. Citizens are eager to provide input about a role they can play in reviewing law enforcement activity. Staff agrees that a formal outlet for citizen feedback and education about civilian review structures is warranted. Staff believes a structured review of investigative detentions, use of force incidents, and internal affairs appeals could build community trust in the work of the Charlottesville Police Department. There are a number of legal constraints, liability concerns, privacy issues, and training considerations to be heard by the public and weighed by Council. Staff suggests a process to research best practices, outline possible structures, and engage the public on this topic. Staff requests Council provide direction on next steps.

Attachments:

CPCAP cover letter

CPCAP proposal

CPCAP budget and staffing request

CPCAP bylaws

November 6, 2017

Mike Signer, Mayor
Wes Bellamy, Vice-Mayor
Kristin Szakos, City Councilor
Kathy Galvin, City Councilor
Bob Fenwick, City Councilor

Dear City Councilors,

In our letter dated October 10, we expressed our concern that, in its current form, the Charlottesville Police Citizens Advisory Panel (CPCAP) has not been fully effective and that a change is needed. You charged us with researching different options and reporting our findings. We've heard the concerns of citizens, examined other civilian review boards (CRB), and consulted with the Charlottesville Commonwealth's Attorney Elect and Command Staff at the Charlottesville Police Department. Our findings and recommendations include the following:

1. A board focused solely on civilian review of complaints is unnecessary and will be counter-productive. Building a more effective community-policing model will go further toward improving community relations and building community trust. Implementing a strict CRB will be obstructive to building that model.
2. A balanced response to the issues facing Charlottesville is more appropriate and effective than a one-dimensional solution. We will lose an enormous opportunity to create other positive solutions if we focus solely on one.
3. A one-dimensional solution will respond to the concerns of some citizens, while failing to meet the needs of the community as a whole.
4. The CPCAP is capable of becoming more effective in its current purpose and function, while adding a component of civilian review of police actions. We are perfectly situated to use our history, and our recent research and discussion to improve and expand our purpose.

There has been a lot of talk in the community about implementing a CRB to provide oversight of the police department. This issue has been discussed in the community for some time, going back at least to July 2015 when a group of citizens, including members of the Disproportionate Minority Contact in Juvenile Justice Task Force (DMC), suggested civilian oversight as one remedy for improving relationships between police and the community. We agree that civilian review is a necessary component to building and maintaining those relationships. Our letter was prompted by that belief, but through our research and discussions we've realized the complex issues which face our community require a more complex response. The Panel feels that it is poised to assist with that response.

We will assist the Chief in developing a more robust community-policing model in Charlottesville, in addition to implementing civilian review. It's essential to use civilian review *in*

conjunction with other collaborative strategies that engage the community and police in dialogue. This is supported by the “Report from the President’s Task Force on 21st Century Policing,” which details a broad range of strategies for improving policing and community relations. This is also supported by the Human Rights Commission’s conversations with community members, in which the primary concerns expressed by citizens included better communication, as well as increasing trust, accountability, and transparency. We are concerned that empanelling a group focused strictly on civilian review will create an obstacle to these other strategies, and will narrow the scope of support which city leadership should be offering to the Charlottesville community.

The Panel can see merit in the criticism that a group which is creating relationships between the police and community will not be viewed as impartial. Critics suggest that in order to have credibility, civilian review must be undertaken independently from other strategies. However, this Panel is composed of a diverse group of people who are critical thinkers and have the ability to assess and review information, and render fair decisions. We are capable of developing credibility with the community while working collaboratively with the police department.

The justification for creation of the CPCAP is no less valid now than when the group was formed. Our successes and failures in the past, as well as our research and review of current issues, have created a great deal of perspective on what we can and should do to support the community. Now is the time for us to take these lessons and grow the Charlottesville Police Citizens Advisory Panel to meet its potential. We want to incorporate “civilian review” as one part of a strategic plan, which will fully support both the citizens and the police department. We are asking for your help in achieving this and we thank you for your time and consideration.

Sincerely,

Charlottesville Police Citizens Advisory Panel

David Simmons, Chair
Heather Walker, Member
Mary Feamster, Member
Nick Matthews, Member
Nana Ghartey, Member
Ida Lewis, Member
Tara Hodges, Member

Charlottesville Police Citizen Advisory Panel

Increasing Panel Effectiveness and Building Trust Between the Charlottesville Community and the Police Department

- I. *In addition to its current functions, CPCAP will work with the CPD to incorporate a civilian review process into current police procedures, building a culture of transparency and accountability within the police department. To this end the Panel will:*

A. Develop a “Civilian Review Committee”

The Committee will consist of two (2) Members of the CPCAP and will work in conjunction with two (2) Members of the Human Rights Commission. It will include three (3) non-voting, advisory members: the Manager of the Office of Human Rights, as well as a liaison from the police department and the office of the Commonwealth’s Attorney. Its function will be to review investigative detention data, incidents of use of force, and civilian complaints.

Committee Members will receive the appropriate training and credentials in order to access and evaluate privileged information. The Chief of Police or his designee will assist CPCAP in developing departmental procedures to create an effective and cooperative complaint review process, and will advise committee operations so that they are legal, informed, and supportive of necessary policing practices.

B. Implement a review protocol in conjunction with the current procedure for citizen complaints

The Committee will review any complaints, which are appealed by the complainant, after a thorough internal review has been completed by the police department. It will also conduct a quarterly review of all complaints submitted to the department and produce a written report on its findings to submit to City Council.

As part of his written response to the complainant, the Chief will notify them of: 1) the result of his investigation; 2) his determination; and 3) the complainant’s right to appeal his decision to CPCAP. Committee procedures from this point will require more clarification, with input from the Chief, City Attorney, and Commonwealth’s Attorney to ensure that suitable safeguards are in place to address legal and privacy concerns. The committee will also work with the Human Rights Commission in order to identify barriers to the complaint process and assist in finding solutions which remove them.

C. Develop procedures for reviewing investigative detention reports

The Chief or his designee will work with the committee to begin review of all investigative detentions, so that it can assist in increasing transparency and accountability within the department. This will help the department to develop training, policies, and practices which are supportive of bias-free policing.

D. Assist the police department in evaluating use-of-force incidents

The Chief or his designee will work with the committee to review all use of force investigations. The committee will ensure that all use of force incidents are compliant with existing laws and departmental policies , so that future interactions with the community are safer for citizens and police officers.

II. *The Panel requests the following from City Council, in order to develop its potential and implement civilian review:*

A. More visibility within the community

The Panel will develop and maintain its own website or Facebook page in order to have autonomy in disseminating information to the community. It will also produce written literature, to be included in the water bill or similar, in order to advise every resident of its purpose and function.

B. Administrative staff support

The Panel requests that the City Manager include funding in the budget for staff support, which will act as liaison to the City Manager, City Council, and the Police Department. Staff will also: 1) perform administrative tasks, for which the all-volunteer Panel does not have the resources; 2) maintain website or Facebook page, in order to facilitate FOIA requirements and increase communication with the community; and 3) work closely with the Panel Chair to perform all other tasks necessary in order to facilitate the mission and purpose of the Panel.

C. More input on the appointment of members to the Panel

Candidates' names and contact information will be provided to the Panel Chair by the Clerk of Council so that candidates can be invited to a regular meeting of the Panel. The Panel and candidates will discuss mutual expectations in order to ensure that all candidates are willing and able to serve. Each new Member will be reviewed by the Panel on or around the anniversary of their appointment, the results of which will be provided to City Council.

D. Increased engagement from the City Council Liaison

The Liaison will assist the Panel in receiving timely support from City Council and feedback when necessary, as well as assist the Panel in determining community needs and Council response to those needs. This will be most effectively accomplished by consistent attendance at CPCAP meetings.

E. Assistance in defining the Panel's role in the civilian review process

The Panel will work with City Council, the City Manager, and the Chief of Police in order to create an effective framework for the complaint review process. It is the goal of the Panel to provide a resource for community members to have their complaints addressed, and to provide feedback to the police department in a constructive and collaborative manner.

III. *In addition to developing complaint review, the Panel requests the following from the Chief of Police, in order to develop its potential:*

A. Practical and timely training

As soon as possible after their appointment, all new Panel Members will receive a suggested minimum of Citizens Police Academy (four-week abbreviated version), DOJ Fourth Amendment training, and consistent Ride-Alongs. Review Committee Members will receive other trainings relevant to law enforcement and case review, to include:

1. legal and evidentiary standards;
2. criminal law;
3. investigative practices;
4. fair and impartial policing

The Chief of Police, City Attorney, and Commonwealth Attorney will assist with the development of an appropriate “curriculum,” and the Chief of Police or his designee will be responsible for scheduling all trainings in a timely manner.

B. Critical Incident Planning

The Panel Chair will be included in the chain of communication from the Chief when critical incidents occur. Information provided by the Chief will allow the Panel to more effectively address community concerns after incidents. The Panel will work with the Chief in developing procedures to increase effectiveness for future incidents, based on community feedback.

C. Consistent, open communication on community and departmental issues

The Panel and the Chief, or his designee, will identify needs in the community and within the police department. They will seek solutions which focus on:

1. facilitating communication between the public and the department;
2. improving the manner in which the department offers services;
3. reviewing policies to ensure they satisfy the rule of law, while also responding directly to identified community needs and concerns;
4. increasing the public trust in the fair application of procedural justice.

Staffing and Budget Recommendations

It's difficult to predict the degree of staff support the Panel will require going forward, and we recognize it may be problematic to provide staff from the current pool of employees in the police department or in City Hall. All current employees have their own tasks and are probably over-extended as it is. This is particularly true of the police department, where they are currently without a Public Information Officer, and where their Internal Affairs Officer is also acting as the FOIA Officer. She is currently several months behind on FOIA requests as a result.

It's the suggestion of this Panel that city leadership include funding in its budget, for a full-time Public Information Officer at the police department. This person would be available to act as PIO, assist in fulfilling FOIA requests, and act as support staff for the CPCAP. We recommend that 25% of their work week be allocated to CPCAP support. This would dramatically improve the police department's communication and responsiveness to the public, as well as providing support staff to assist the Panel with implementing civilian complaint review and enhancing its other functions. These are things which the community has asked for repeatedly, and in light of current events is drastically needed. The Assistant City Manager has offered staffing to the Panel as a short term solution, but we feel that a long term solution would be more appropriate and funding a full-time position at the police department would serve several objectives.

Additionally, the Panel is recommending that it receive a small budget of its own, in order to fulfill its purpose and function. This would support several initiatives: 1) increasing community engagement; 2) increasing visibility in the community; and 3) creating a responsive and credible review process through training and continuing education.

Category		Amount
Community Events (4 annually)		\$4000
Parking		\$500
Printing		\$1,000
Office Supplies		\$500
Postage		\$1000
Training		\$5,000
		\$12,000

BYLAWS

ARTICLE I – NAME AND AUTHORIZATION

NAME

The name as provided by the City of Charlottesville, Virginia, shall be known as the Charlottesville Police Citizen Advisory Panel, hereinafter referred to as “the Panel.”

AUTHORIZATION

The Panel exists by the authority of the Charlottesville City Council and may be modified or abolished by action of the Charlottesville City Council.

ARTICLE II – PURPOSE AND FUNCTION

PURPOSE

The Panel shall serve as an advisory group to the Charlottesville Chief of Police, City Council, and City Manager. It will provide the opportunity for regular consultation regarding important community issues and police practices, so that the quality of police services can be assessed in an impartial manner. It will provide the department with a resource for engaging the community in dialogue and will assist in facilitating mutual understanding with citizens. The Panel will also assist the Chief of Police in increasing transparency within the department and building trust between the department and the Charlottesville community.

FUNCTION

1. Identify community concerns and address them in a manner which is mutually supportive and builds positive relationships between the community and Charlottesville Police Department, City Council, and City Manager. It will achieve this by:
 - a. working closely with individual citizens and citizen groups to understand their concerns;
 - b. developing methods to offer constructive feedback to the police department and city leadership team; and
 - c. communicating back to the community how those concerns are being addressed.
2. Assist the Chief of Police in fostering a culture of transparency and accountability within the police department, thereby building and maintaining the public trust. It will achieve this by providing him/her with an independent resource which evaluates and ensures impartiality in police practices.
3. Ensure that community issues and police practices are assessed in a manner which properly balances the rule of law with community values and expectations. The Panel will act as a liaison between the community and the police, increasing open communication between the two.

4. Assist citizens in understanding police behavior and protocols, in order to develop relationships between the community and police department which are informed by factual and accurate information.
5. Provide a supportive and collaborative process which will assist the department in further developing a community-policing model in Charlottesville. This will be accomplished by:
 - a. developing relationships with officers within the department in order to determine what they need from the community;
 - b. constructively relaying community feedback to officers so they can understand community needs;
 - c. developing ways in which officers and citizens can work together to bridge gaps in their communication and interaction; and
 - d. assisting the department to engage the community in conversations, which build rapport between officers and the neighborhoods they serve.
6. Assist the Chief of Police in assessing critical incidents and provide community feedback in a manner which improves the police response to future events. This will be accomplished by being involved in the chain of communication during incidents, gauging citizen response, and relaying that information to the Chief as part of the police debriefing process.
7. Assist the Chief of Police in providing an independent civilian review process which assesses police behavior and practices. This will be accomplished by developing and maintaining a committee within the Panel, whose function is to work cooperatively with the department on the following:
 - a. providing review of citizen complaints;
 - b. evaluating incidents involving use of force; and
 - c. assessing police practices, such as investigative detention, in order to improve their effectiveness and to build public trust in the fair application of these practices.
 - d. The Panel may also offer recommendations to the Chief of Police regarding departmental policies and officer training, based on the results of the independent review process.

ARTICLE III – MEMBERSHIP

MEMBERS

The Charlottesville Police Citizen Advisory Panel shall be composed of nine members appointed by the Charlottesville City Council or City Manager, based on qualifications and willingness to serve. The Panel shall be a diverse group of citizens and represent a cross-section of the community. No one may be denied membership based on race, creed, national origin, age, gender, or presence of disability.

The Panel will be advised by several non-voting members, to include at least one person from City Council, the Human Rights Commission, and the Police Department. The function of these advisors will be to act as a liaison and assist the Panel in understanding policies and procedures, as well as to provide perspective and networking from their respective groups. Further, the City Council Liaison will actively engage with the Panel to:

1. receive timely support from, and offer feedback to City Council, when necessary.
2. assist the Panel in fully understanding community needs as they understand them and informing the Panel of City Council's response to those needs.

APPOINTMENTS

Members shall initially be appointed to a three-year term, and shall not serve more than two full, consecutive terms. Appointments may be made by either City Council or the City Manager.

A Member's position shall become vacant on the occurrence of any of the following:

1. The expiration of the Member's term
2. The removal of the Member by City Council or the City Manager
3. The receipt of a Member's resignation by the Panel Chair

It is the responsibility of City Council or the City Manager to ensure an appointment is made within forty-five (45) days of notification of a vacancy. If an appointment is not made within 45 days, the Panel shall have the authority to request an appointment to be placed on the agenda for the next available Council meeting.

Appointment procedures:

1. The Panel will advise the City Manager, City Council, and the Clerk of Council that there is a vacancy, or imminent vacancy, on the Panel.
2. The Clerk of Council will forward the names and contact information of all current candidates to the Panel Chair.
3. The Chair will invite all candidates to the next scheduled meeting so that they may discuss mutual expectations and ensure the candidate's ability and desire to meet the time commitment required of members.
4. The Chair will follow up with the City Manager and City Council about which candidates are willing to serve.

EXPECTATIONS

All Panel Members will be advised of the meeting schedule prior to appointment. Acceptance of their appointment is an agreement to meet those scheduling requirements. All absences will be duly recorded in the minutes and any Member who is absent for more than two regularly-scheduled meetings may be removed from the Panel, upon request from the Panel Chair to the City Manager. Absences from emergency or specially-convened meetings will not count against the Member.

ARTICLE IV - ORGANIZATION

OFFICERS AND DUTIES

The Panel shall elect a Panel Chair, Vice Chair, and Secretary, to serve terms of one year. They may not serve more than two consecutive terms. The Officers shall perform the duties as prescribed by these bylaws and by the parliamentary authority adopted by the Panel.

It is the Chair's responsibility to ensure compliance with the bylaws, appoint the Chairs of each committee, notify Members of compliance issues, interact with City Council, the Chief of Police, and the City Manager, and direct questions to the Office of the City Attorney or Commonwealth Attorney, as necessary. The Chair is responsible for scheduling, setting the agenda for, and conducting meetings.

The Vice Chair is responsible for performing all duties in the absence of the Chair, or at the direction of the Chair.

The Secretary will be responsible for taking and distributing meeting minutes, and performing other administrative and supportive tasks as deemed necessary by the Chair.

QUORUM

A majority of Panel Members shall constitute a quorum. No advisory recommendation, decision, opinion, or other action shall be deemed an action of the Panel, unless and until it has been approved by a majority vote of the Panel. An action of the Panel shall become effective once approved by a vote of the majority of Panel Members present at a meeting conducted in accordance with the requirements of the Virginia Freedom of Information Act (FOIA), and at which a quorum of the membership is in attendance.

VOTING RIGHTS

Each Member shall be entitled to one (1) vote and shall cast that vote on each item submitted. Proxy votes and absentee ballots shall not be permitted. When a Member has a conflict of interest prohibited by the State and Local Government Conflict of Interest Act (COIA), the Member shall disqualify him/herself in accordance with the requirements of the COIA and shall otherwise comply with the requirements of COIA. A member who is disqualified shall not sit with the Panel during its consideration of the matter upon which the Member is disqualified, or in any way participate in the discussion of the matter in which the Member is disqualified. Advisory Members of the Panel do not receive voting rights.

ARTICLE V - PANEL AND COMMITTEE OPERATIONS

1. The Panel shall have no authority other than as stipulated by the bylaws and approved by City Council.
2. The Panel will hold public meetings on a regular schedule, and with adequate notice to comply with the public meeting requirements of the Freedom of Information Act. The Panel will provide to the City Council Clerk's Office a schedule of its meetings and will ensure agendas and meeting minutes are available to the public in accordance with the applicable provisions of the FOIA.
3. All meetings shall be properly noticed and otherwise conducted in accordance with FOIA and Robert's Rules of Order. All Members shall be notified in advance of a meeting, and agenda materials shall be made available to the members and to the public.
4. Special meetings and emergency meetings shall be scheduled, publicly noticed, and conducted in accordance with FOIA.
5. The Panel will develop committees as necessary, one of which whose purpose shall be:
 - a. the review of complaints against the police department;
 - b. the review of investigative detention, and other policing practices;
 - c. the review of incidents involving use of force.

The review committee will consist of no more than two (2) members of the Panel, and will collaborate with two (2) members of the Human Rights Commission. The committee shall consult with the Chief of Police, City Attorney, and Commonwealth Attorney, in order to determine the legal protocols necessary to fulfill its purpose. The Chief of Police shall assist the committee in developing an appropriate and comprehensive training model for members, and will be responsible for providing the necessary training in a timely manner.

6. The Panel will increase its visibility in the community with the active support of City Council, the Chief of Police, and the City Manager. The Panel will develop best practices for increasing community awareness and engagement, including, but not limited to, social media presence and printed literature distributed to all city residents.

ARTICLE VI - STAFF SERVICES

The City Council shall provide resources for a staff person, who will provide administrative and organizational support to the Panel. Staff duties will include:

1. Assist the Panel Chair to perform all necessary tasks to facilitate the purpose and function of the Panel.

2. Work closely with Panel Members to schedule meetings, arrange locations, prepare and distribute agenda materials, maintain meeting minutes in a manner consistent with FOIA requirements.
3. Act as a liaison between the Panel, City Council, and the City Manager to facilitate communication and flow of information. Staff will forward to the appropriate person all reports, actions, and recommendations of the Panel, as well as notification of non-compliance by Panel Members or the Panel Chair, with bylaws or applicable law.
4. Assist the Chief of Police to schedule trainings for Panel Members.
5. Maintain a Facebook page or other social media presence in order to increase communication with the community around important issues, promote the visibility of the Panel, and to more fully support FOIA requirements.

ARTICLE VII - REPORTING AND SUNSET PROVISION

The Panel shall submit an annual report to City Council to include progress toward stated goals and objectives, and a work plan for the upcoming year.

Every four years, beginning on January 1, 2018, the Panel shall submit a more comprehensive report on its activities and accomplishments, for the purpose of a formal review by City Council, in consultation with the Chief of Police and City Manager. This is to determine whether the Panel has been effective in serving its purpose and function, and whether the Panel should continue its activities.

ARTICLE VIII - BYLAWS AND EFFECTIVE DATE

These bylaws shall become effective upon review of City Council and adoption by the Charlottesville Police Citizen Advisory Panel. They may be amended at any regular meeting of the Panel by a majority vote of the Members, provided the quorum and voting requirements have been met, and the amendment was submitted in writing at the previous regular meeting.

Revised November 6, 2017

CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA



Agenda Date:	November 6, 2017
Action Required:	Consideration of a Planned Unit Development (P.U.D.) Rezoning (1 st of 2 Readings)
Presenter:	Heather Newmyer, City Planner, Neighborhood Development Services
Staff Contacts:	Heather Newmyer, City Planner, Neighborhood Development Services
Title:	<u>ZM17-00001 – 1021, 1023 and 1025 Park Street Planned Unit Development (PUD) Rezoning Request</u>

Background:

Applicant Request

Kurt Wassenaar, President of Wassenaar + Winkler Architects and Planners, is representing Monticello Area Community Action Agency (MACAA) and New Millennium Senior Living Communities (NMSLC), a development group based out of Roanoke, Virginia that specializes in senior housing, independent living, assisted living and nursing properties in the Mid-Atlantic and Southeast regions of the United States.

The applicant is seeking approval to rezone properties 1021, 1023 and 1025 Park Street (“Subject Properties”) from the existing single-family Low-Density Residential (R-1) zoning to a Planned Unit Development (PUD) with proffers. The rezoning request is subject to the following proffered conditions including: (i) providing two (2) duplexes (4 units total) of age restricted (62+) housing affordable to households earning 80% of area median income (AMI), this effort to be coordinated with the Housing Program Coordinator on compliance and reporting; and, (ii) donation of \$75,000 to the Charlottesville Affordable Housing fund. In addition to the R-1 zoning, 1025 Park Street (MACAA’s current site) has a special use permit granted by City Council in 1993 for a private school/education facility (community education center) and amended in 1995 to permanently close access to 250 Bypass.

The applicant’s rezoning request proposes a PUD that allows for an “intergenerational campus” that would locate a senior housing facility, containing a mix of assisted living and independent living units (141 units proposed), on the current MACAA site (1025 Park Street), and to relocate MACAA’s operation and facilities to the adjacent “Stone House” (1021 Park Street)

immediately North of the MACAA site. The applicant proposes to re-utilize and preserve the Stone House for MACAA's executive offices and construct a new school building behind the Stone House for MACAA's early childhood development program among its other programs. At 1023 Park Street, the applicant is proposing four (4) affordable, age restricted (62+) units in the form of two (2) duplexes fronting on Park Street. The total proposed mix of units including the senior living facility and the affordable dwelling units is 145 units. The PUD request proposes to maintain the closure of the access from the property onto Route 250 Bypass, allowing for Emergency Access only.

Note: Provided below is a bullet list of major items that have been modified from the original application heard before Planning Commission August 8, 2017 to the application heard before Planning Commission October 10, 2017 (the current application):

- Intersection Improvements at MACAA Drive/Park Street: Removed left turn out of MACAA Drive, allowing for only through and right-turn movement onto Davis Avenue and Park Street and addition of pedestrian flashing beacons at proposed crosswalk (North side crosswalk has been relocated to the south side as requested by neighborhood)
- Reduced proposed total of units from 151 (all senior units (mix of assisted/independent/memory care)) to 145 (to included 141 senior units (mix of assisted/independent/memory care) and 4 units of affordable, age-restricted (62+) housing
- Proposed Senior Living Facility Building proposed building has been reduced from 5 stories to 4 stories with a proposed maximum height of 55 feet
- Surface parking has been reduced from 164 spaces to 140 spaces and 47 spaces are proposed as permeable pavers at the southern, western and eastern parking lots
- Emergency Services Access off 250 Bypass has been removed to preserve Rock Hill Garden stone walls
- The applicant has now included a proffer statement (there was no proffer statement provided in original application), where the proffers include:
 - (i) providing two (2) duplexes (4 units total) of age-restricted (62+) housing affordable to households earning 80% of area median income (AMI), this effort to be coordinated with the Housing Program Coordinator on compliance and reporting
 - (ii) donation of \$75,000 to the Charlottesville Affordable Housing fund

For more detailed information on this application, please see the proposed PUD Development Plan (Attachment 5).

Standard of Review

City Council may grant an applicant a rezoning request, giving consideration to factors set forth within Z.O. Sec. 34-42 (Attachment 2) and Planning Commission's recommendation (see **Recommendation** section below). Relevant code sections are listed below to assist in Council's determination.

Relevant Code Sections

- Zoning Ordinance
Section 34-490 – Planned Unit Development Objectives (Attachment 3)

Sec. 34-1123 – Lot Area Requirements - Residential uses

The Subject Properties' current zoning (R-1) limits residential uses to single-family detached dwellings (SFD), which may contain interior or exterior accessory dwelling units, limited to 1 SFD per 8,125 square foot lot effective density 5 DUA.

- 2013 Comprehensive Plan
The 2013 Comprehensive Plan's General Land Use Plan specifies the Subject Property and its surrounding properties as Low Density Residential, where the recommended density range provided for Low Density Residential areas is "not to exceed 15 DUA."
- Streets That Work
The Subject Property fronts on Park Street which is considered a *Neighborhood A* Street Typology. Chapter 3: Street Network and Typologies of the Streets That Work Plan include *Neighborhood A* streets and the remaining street typologies with their associated design parameters. To access the full Streets That Work Plan, follow this link:
<http://www.charlottesville.org/departments-and-services/departments-h-z/neighborhood-development-services/streets-that-work/streets-that-work-plan>

Discussion:

Overview of Staff Analysis

Staff reviewed the PUD rezoning request in light of the Subject Property's current zoning, Streets That Work Guidelines, the PUD Objectives set forth in Sec. 34-490, and the Comprehensive Plan.

Overall, staff finds the proposed PUD Development Plan provides a unique opportunity for an "intergenerational campus" that provides housing for the growing 65+ population, sustains MACAA, an organization that provides programs that meet many of the City's goals in serving the low-income community and commits to providing four (4) affordable, age restricted (65+) units on-site in coordination with the City's Housing Coordinator. In addition, the concept layout demonstrates efforts to use environmentally sensitive design by utilizing the existing building site in order to preserve the environmental and historic features of the site (environmental features at rear of site: critical slopes, heavily wooded areas, meadows, Rock Hill Gardens, flood plain), which otherwise might not be preserved in a by-right scenario. The applicant has demonstrated their intent to improve connectivity and access through the proposed improvements at the Park/Davis Ave/MACAA Drive intersection, many of which comply with Streets That Work, and the proposed future public access via an agreement with City Parks and

Recreation to allow for public access to the historic Rock Hill Gardens and the existing John Warner Parkway trail system. Staff believes the designation of a PUD allows for the unique, integrated mix of uses that would be a benefit to this community and a site layout that is, for the most part, cohesive and environmentally sensitive. Staff would like to state that overall, they are supportive of the concept. Many of staff's previous concerns have been addressed in the updated application; however, there are concerns that remain. Staff's concerns are as follows:

- *Proposed Density:* The proposed density of 16 DUA exceeds the by-right density (effective density for R-1: 5 DUA) and the Comprehensive Plan density range for Low Density Residential, where for those areas it states to "not exceed 15 DUA." While staff sees an argument for a higher density than allowed by-right in light of the Subject Properties' size (9.312 acres), its isolated location (existing tree buffers and heavily wooded slopes on the west side), staff has concern with the proposed density exceeding the by-right density and what is intended to be the maximum density listed in the Comprehensive Plan for Low Density Residential areas. Staff also notes that in a by-right scenario, an R-1 property is allowed to have up to 8 Adult Assisted Living Residents.
- *Massing:* The proposed massing and scale of the senior living facility, reduced from 5 stories to 4 stories with a maximum height of 55' is an improvement from the original 75' maximum height in comparison to the surrounding neighborhood that contains single-family residences not to exceed 35' in height per their R-1 zoning. Staff notes that the size of the building is arguably more hidden given the location of the site and the preserved wooded areas and the location of the building situated back behind the three structures that front on Park Street (proposed not exceed the existing by-right height of 35'). While staff believes the updated proposed massing and scale would be better hidden behind the tree-line and provide for a better transition than the original proposed massing and scale, staff still has concern the scale is larger than what would be allowed in the current zoning and in light of the surrounding neighborhood.
- *Surface Parking:* Staff believes the applicant has made an effort to address this concern providing for an improved layout from the original application, where the total number of parking spaces provided has been reduced 20 spaces and there is an increase in permeable parking spaces. The applicant has also noted relocation of trees that are eight-inch caliper or greater to other places on-site to help preserve more trees. The reason this is still listed as a concern is because staff believes the scale (number of units) and business model of the senior living facility is the driving force behind the large number of parking spaces, where a smaller-scale senior living facility would require less parking. The amount of surface parking throughout the site detracts from the overall site's layout's attempt to be innovative in its arrangement of uses (See PUD Objectives 1, 2). However, staff commends the applicant's efforts to utilize shared parking, reduce the amount of spaces from the original application and provide an increase in permeable paving.

**For a more detailed review of staff's analysis, see the Staff Report dated October 2, 2017 provided at the Joint City Council and Planning Commission Public Hearing held October 10, 2017 (Attachment 4 OR follow the link to the staff report with application materials attached: <http://www.charlottesville.org/home/showdocument?id=56194>)*

Planning Commission

The Planning Commission discussed the special use permit request at their October 24, 2017 special meeting. The topics of discussion that the Commission focused on were:

- The importance of separating the MACAA organization's mission from the land use and zoning practices being proposed as the Planning Commission deliberated a recommendation for City Council
- The environmental benefits of the proposal (preservation of Rock Hill Gardens, preservation of slopes/wooded areas, and provision of public access)
- Whether the proposal met certain Planned Unit Development (PUD) objectives; where some Commissioners felt the proposed land use and layout did not necessarily meet the intent of certain objectives (for example, innovative arrangement of buildings), others stated the layout did
- Parking: concern over the amount of surface parking, specifically:
 - for portions of the layout (north and southeast sides), although it is proposed to be screened, parking took up the majority of area directly adjacent to the neighboring residences
 - How one would have to traverse a parking lot if going from the MACAA school building and/or playground to the senior living facility
- The senior living facility building as it related to different sides of the neighborhood (250 Bypass versus the adjacent residences)

Alignment with City Council's Vision Areas and Strategic Plan:

The proposed Joint Use Agreement with the City of Charlottesville to provide public access through the Subject Properties, specifically the historic Rock Hill Gardens and a connection to the greater City trail system (John Warner Parkway trail, Schenk's Branch and McIntire Park) align with the City Council Vision of **A Connected Community** and **Strategic Plan, Goal 3.3**, *"provide a variety of transportation and mobility options."*

The concept layout's demonstrated effort to use environmentally sensitive design by utilizing the existing building site in order to preserve the environmental and historic features of the site (environmental features at rear of site: critical slopes, heavily wooded areas, meadows, Rock Hill Gardens, flood plain), which otherwise might not be preserved in a by-right scenario contributes

to both the City Council Vision **A Green City** and **Strategic Plan, Goal 3.4**, “*protect historic and cultural resources*” and **Goal 3.5**, “*be responsible stewards of natural resources.*”

Providing for housing for the aging population (65+) in a central location in the City while sustaining an organization that provides programs that meet many of the City’s goals in serving the low-income community contributes to aspects of the City Council Vision **Quality Housing Opportunities For All**, specifically, “*our housing stock is connected with parks, trails, and services*” and “*our neighborhoods feature a variety of housing types...pedestrian and transit-oriented housing at employment and cultural centers.*”

Community Engagement:

The Planning Commission held a joint public hearing with City Council on this matter at their meeting on October 10, 2017. Please see Attachment 6 for an excerpt of the October 10, 2017 meeting minutes for a detailed list of individual public comments made during the rezoning’s Public Hearing.

Per Sec. 34-41(c)(2), the applicant held a community meeting on July 17, 2017 (a City Planner attended as a NDS representative). The applicant held additional meetings outside of City requirements in continued efforts to answer questions and address neighborhood concerns. Many residents have sent individual comments to Staff; this correspondence can be found in Attachment 6.

A summary and overview of comments from the public throughout this process regarding the PUD Rezoning request are:

- Concern around increased in traffic generated from the senior living facility
- Concern the use is commercial in nature
- Concern the scale of the project is too large in proximity to low-residential neighborhood
- Concern around noise generated from the use (e.g. dumpsters, food deliveries)
- Desire for a public or commercial space (café or restaurant) in the development for neighborhood residents to gather
- Desire for the site to remain single-family residential in nature to maintain the neighborhood feel.
- Concern the duplexes don’t fit with the adjacent single-family residences.
- Desire for bicycle accommodations along Park Street

Budgetary Impact:

A Senior Housing Project at 1021, 1023 and 1025 Park Street, based on 145 residential units is expected to generate - \$580,000 in annual city revenue. This includes applicable real property taxes, personal property taxes, sales taxes, meals taxes, Business Professional and Occupational License (BPOL) and utility taxes. In addition, there would be an estimated one time increase of \$150,000 in BPOL and permitting fees. A number of construction related jobs (40-60) would be demanded during the construction period which is expected to last 18-24 months. The number of permanent jobs created by this project will depend on the specific needs and business model of the operator but could be expected to be in the 60-75 range. The parcels involved in this project are currently tax exempt and do not generate any city revenue annually.

Recommendation:

The Planning Commission took the following action:

Mr. Clayborne moved to recommend approval of this application to rezone the Subject Properties zoned R-1 Low Density Residential, to PUD with proffers provided on August 28, 2017 on the basis that the proposal would serve the interests of the general public welfare and good zoning practice. This recommendation of approval is based on *Sec. 34-42(1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan and Sec. 34-42(2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community.*

Mr. Santoski seconded the motion. The Commission voted 4-2 (Green-Santoski) to recommend approval of the application to rezone the aforementioned parcels.

Alternatives:

City Council has several alternatives:

- (1) by motion, take action to approve the attached ordinance for rezoning (as recommended by the Planning Commission);
- (2) by motion, take action to deny the attached ordinance for rezoning; or
- (3) by motion, defer action on the attached ordinance for rezoning.

Attachment:

- (1) Proposed Resolution Approving a Planned Unit Development
- (2) Sec. 34-42 – Commission study and action; Sec. 34-43 – Council study and action
- (3) Sec. 34-490 – PUD Objectives
- (4) Planning Commission Staff Report, October 10, 2017
- (5) Proffer Statement and PUD Development Plan, August 28, 2017
- (6) Public Comments: (i) Meeting Date October 10, 2017 Minutes Excerpt: MACAA Public Hearing Comments and (ii) Public Written Correspondence received

**AN ORDINANCE
APPROVING A REQUEST TO AMEND THE PUD DEVELOPMENT PLAN
APPLICABLE TO PROPERTY LOCATED WITHIN
THE MACAA INTERGENERATIONAL CAMPUS PLANNED UNIT DEVELOPMENT (“PUD”)**

WHEREAS, the Monticello Area Community Action Agency and 1023 Park Street, LLC (“Landowners”) have submitted application number ZM17-00001, seeking a rezoning of property located at 1021, 1023 and 1025 Park Street (City Tax Map 47, Parcels 7.1, 8 and 11) consisting, of approximately 405,631 square feet of land (9.312 acres) (collectively, the “Subject Property”) in order to change the zoning district classification of the Subject Property from R-1 to PUD, subject to proffered development conditions (“Proposed Rezoning”); and

WHEREAS, a joint public hearing on the Proposed Rezoning was held before the City Council and Planning Commission on October 10, 2017, following notice to the public and to adjacent property owners as required by law; and

WHEREAS, legal notice of the public hearing held on October 10, 2017 was advertised in accordance with Va. Code Sec. 15.2-2204; and

WHEREAS, as part of its Proposed Rezoning the Landowners proffered two development conditions, and the proffers tendered by the Landowners were presented to and considered by the Planning Commission on October 10, 2017; and

WHEREAS, on October 24, 2017, the Planning Commission voted to recommend approval of the Proposed Rezoning to the City Council, based on a finding that the Proposed Rezoning is required by the public necessity, convenience, general welfare or good zoning practice; and

WHEREAS, in connection with the Proposed Rezoning, the Landowners submitted: (i) a written PUD Development Plan, dated August 28, 2017, titled “MACAA Intergenerational Campus”, and (ii) proffered development conditions submitted in writing to the City on August 28, 2017; and

WHEREAS, this Council finds and determines that the public necessity, convenience, general welfare or good zoning practice requires the Proposed Rezoning; that the existing zoning classification as well as the proposed PUD zoning are both reasonable; that the Proposed Rezoning is consistent with the Comprehensive Plan, and that the proffered development conditions are reasonable; now, therefore,

BE IT ORDAINED by the Council of the City of Charlottesville, Virginia that the Zoning District Map Incorporated in Section 34-1 of the Zoning Ordinance of the Code of the City of Charlottesville, 1990, as amended, be and hereby is amended and reenacted as follows:

Section 34-1. Zoning District Map. Rezoning from R-1 Residential to Planned Unit Development (“PUD”), the property designated on City Tax Map 47 as Parcels 7.1, 8 and 11 (1021, 1023, and 1025 Park Street) (the “Property”), consisting of approximately 405,631 square feet of land (9.312 acres) subject to the following proffered development conditions, which were tendered by the Applicant in accordance with law and are hereby accepted by this City Council:

Proffered Development Conditions

The use and development of the Property shall be in conformity with the following development conditions proffered by the Landowners:

1. Two duplexes (4 units, total) within the MACAA Intergenerational Campus PUD shall be age-restricted dwelling units, for individuals 62 years of age or older, and shall be affordable to households earning up to eighty percent (80%) of the area median income for the City of Charlottesville. Landowner(s) will coordinate with the City's Housing Program Director on compliance reporting.

2. Landowners will donate the amount of seventy-five thousand dollars (\$75,000) to the Charlottesville Affordable Housing Fund, for affordable workforce housing.

Sec. 34-42. - Commission study and action.

- (a) All proposed amendments shall be reviewed by the planning commission. The planning commission shall review and study each proposed amendment to determine:
 - (1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
 - (2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
 - (3) Whether there is a need and justification for the change; and
 - (4) When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.
- (b) Prior to making any recommendation to the city council, the planning commission shall advertise and hold at least one (1) public hearing on a proposed amendment. The planning commission may hold a joint public hearing with the city council.
- (c) The planning commission shall review the proposed amendment and shall report its findings and recommendations to the city council, along with any appropriate explanatory materials, within one hundred (100) days after the proposed amendment was referred to the commission for review. Owner-initiated petitions for zoning map amendments shall be deemed referred to the commission as of the date on which: (i) city council, by motion or by resolution, refers an amendment to the commission for review, or (ii) the first planning commission meeting following referral by the director of neighborhood development services pursuant to section 31-41(c)(3). Failure of the commission to report to city council within the 100-day period shall be deemed a recommendation of approval, unless the petition is withdrawn. In the event of and upon such withdrawal, processing of the proposed amendment shall cease without further action.

(9-15-03(3); 10-19-15(3))

Sec. 34-43. - Council study and action.

- (a) Before enacting any proposed amendment to the zoning ordinance, the city council shall advertise and hold at least one (1) public hearing thereon. The city council may hold a joint public hearing with the planning commission.
- (b) Council may make appropriate changes or corrections in the proposed ordinance or amendment as a result of the public hearing; provided, however, that no land may be rezoned to a more intensive use classification than was identified in the public notice of the public hearing without an additional public hearing conducted after notice as required by law. Where substantial changes have been made in a rezoning application following a public hearing, the city council may hold an additional public hearing.
- (c) Once a petition seeking an amendment of the zoning ordinance has been advertised for a public hearing, the city council shall not consider another petition which is substantially the same as that advertised for a period of one (1) year from the date the advertised petition was accepted by the director of neighborhood development services.

(9-15-03(3))

Sec. 34-490. - Objectives.

In reviewing an application for approval of a planned unit development (PUD) or an application seeking amendment of an approved PUD, in addition to the general considerations applicable to any rezoning the city council and planning commission shall consider whether the application satisfies the following objectives of a PUD district:

- (1) To encourage developments of equal or higher quality than otherwise required by the strict application of zoning district regulations that would otherwise govern;
- (2) To encourage innovative arrangements of buildings and open spaces to provide efficient, attractive, flexible and environmentally sensitive design.
- (3) To promote a variety of housing types, or, within a development containing only a single housing type, to promote the inclusion of houses of various sizes;
- (4) To encourage the clustering of single-family dwellings for more efficient use of land and preservation of open space;
- (5) To provide for developments designed to function as cohesive, unified projects;
- (6) To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property;
- (7) To ensure preservation of cultural features, scenic assets and natural features such as trees, streams and topography;
- (8) To provide for coordination of architectural styles internally within the development as well as in relation to adjacent properties along the perimeter of the development; and
- (9) To provide for coordinated linkages among internal buildings and uses, and external connections, at a scale appropriate to the development and adjacent neighborhoods;
- (10) To facilitate access to the development by public transit services or other single-vehicle-alternative services, including, without limitation, public pedestrian systems.

(9-15-03(3))

CITY OF CHARLOTTESVILLE
DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT SERVICES
STAFF REPORT



APPLICATION FOR A REZONING OF PROPERTY

JOINT CITY COUNCIL AND PLANNING COMMISSION
PUBLIC HEARING

DATE OF HEARING: October 10, 2017

APPLICATION NUMBER: ZM17-00001

The following rezoning request went before Planning Commission at their August 8, 2017 meeting. The following report includes much of the same information that was provided to Planning Commission at their August 8th meeting; however, the current application moving forward has been modified by the applicant (information submitted August 28, 2017) from the original application in efforts to respond to concerns posed by the surrounding neighborhoods, Planning Commission and Council. Additional staff analysis regarding the updated application is reflected in the text in the color blue and italicized for ease of finding new analysis based off of the updated information given by the applicant.

Project Planner: Heather Newmyer, AICP

Date of Staff Report: October 2, 2017

Project Name: Monticello Area Community Agency (MACAA) Intergenerational Campus – Planned Unit Development (PUD) Rezoning

Applicant: Monticello Area Community Agency (MACAA) and New Millennium Senior Living Communities (NMSLC)

Applicants Representative: Kurt Wassenaar, President of Wassenaar + Winkler Architects and Planners

Current Property Owner: Monticello Area Community Agency (MACAA) and 1023 Park St, LLC

Application Information

Property Street Addresses: 1021, 1023 and 1025 Park Street

Tax Map/Parcel #: Tax Map 47, Parcels 7.1, 8, 11

Total Square Footage/Acreage Site: 9.312 acres or 405,630.7 square feet

Comprehensive Plan (Land Use Plan) Designation: Low Density Residential

Current Zoning Classification: R-1 & R-1 with SUP for a Community Education Center at 1025 Park St (TM 47 P 7.1)

Tax Status: No delinquent taxes

Application Timeline

March 22, 2017: Pre-Application Meeting required per Sec. 34-41(b)(1)

April 5, 2017: Preliminary Discussion Meeting with Council Members (Wes Bellamy & Kathy Galvin). Discussion included the following: mass of building surrounded by surface parking versus alternative ways to address parking, access to the historic Rock Hill Gardens, walkability, and affordability of units on-site.

April 11, 2017: Preliminary Discussion Planning Commission (Attachment 5)

April 25, 2017: Rezoning Application Submittal #1 (Rejection Letter May 8, 2017; Attachment 3)

May 23, 2017: Rezoning Application Submittal #2 (Rejection Letter June 5, 2017; Attachment 3)

June 19, 2017: Rezoning Application Submittal #3

July 17, 2017: Community Meeting held per Sec. 34-41(c)(2)

August 8, 2017: *Informal Public Hearing Planning Commission (Staff Report, Attachment 6)*

August 15, 2017: *Meeting with Applicant and Housing Program Coordinator*

August 28, 2017: *Rezoning Application Submittal #4 with updates in response to concerns of neighborhood, Planning Commission and Council (Attachment 1)*

September 25, 2017: *Additional Community Meeting held*

Applicant's Request

Kurt Wassenaar, President of Wassenaar + Winkler Architects and Planners, is representing Monticello Area Community Action Agency (MACAA) and New Millennium Senior Living Communities (NMSLC), a development group based out of Roanoke, Virginia that specializes in senior housing, independent living, assisted living and nursing properties in the Mid-Atlantic and Southeast regions of the United States.

The applicant is seeking approval to rezone properties 1021, 1023 and 1025 Park Street ("Subject Properties") from the existing single-family Low-Density Residential (R-1) zoning to a Planned Unit Development (PUD) *with proffers. The rezoning request is subject to the following proffered conditions including: (i) providing two (2) duplexes (4 units total) of age restricted (62+) housing affordable to households earning 80% of area median income (AMI), this effort to be coordinated with the Housing Program Coordinator on compliance and reporting; and, (ii) donation of \$75,000 to the Charlottesville Affordable Housing fund.* In addition to the R-1 zoning, 1025 Park Street (MACAA's current site) has a special use permit granted by City Council in 1993 for a private school/education facility (community education center) and amended in 1995 to permanently close access to 250 Bypass.

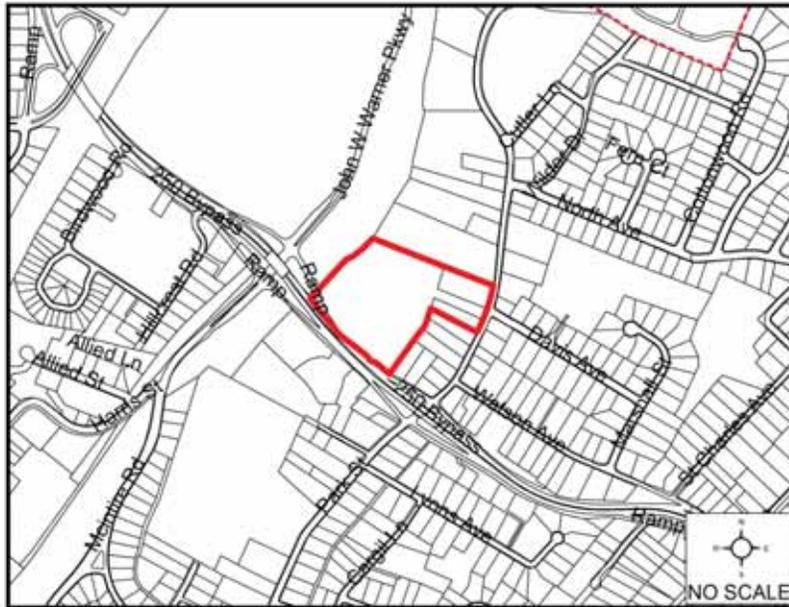
The applicant's rezoning request proposes a PUD that allows for an "intergenerational campus" that would locate a senior housing facility, containing a mix of assisted living and independent living units (*141 units proposed* ~~151 total units proposed~~), on the current MACAA site (1025 Park Street), and to re-locate MACAA's operation and facilities to the adjacent "Stone House" (1021 Park Street) immediately North of the MACAA site. The applicant proposes to re-utilize and

preserve the Stone House for MACAA's executive offices and construct a new school building behind the Stone House for MACAA's early childhood development program among its other programs. *At 1023 Park Street, the applicant is proposing four (4) affordable, age restricted (62+) units in the form of two (2) duplexes fronting on Park Street. The total proposed mix of units including the senior living facility and the affordable dwelling units is 145 units.* The PUD request proposes to maintain the closure of the access from the property onto Route 250 Bypass, allowing for Emergency Access only.

Note: This item went before the Planning Commission August 8, 2017. Provided below is a bullet list of major items that have been modified from the original application heard before Planning Commission August 8th in the current application (Please reference the updated PUD Development Plan (Attachment 2)):

- *Intersection Improvements at MACAA Drive/Park Street: Removed left turn out of MACAA Drive, allowing for only through and right-turn movement onto Davis Avenue and Park Street and addition of pedestrian flashing beacons at proposed crosswalk (North side crosswalk has been relocated to the south side as requested by neighborhood)*
- *Reduced proposed total of units from 151 (all senior units (mix of assisted/independent/memory care)) to 145 (to included 141 senior units (mix of assisted/independent/memory care) and 4 units of affordable, age-restricted (62+) housing)*
- *Proposed Senior Living Facility Building proposed building has been reduced from 5 stories to 4 stories with a proposed maximum height of 55 feet*
- *Surface parking has been reduced from 164 spaces to 140 spaces and 47 spaces are proposed as permeable pavers at the southern, western and eastern parking lots*
- *Emergency Services Access off 250 Bypass has been removed to preserve Rock Hill Garden stone walls*
- *The applicant has now included a proffer statement (there was no proffer statement provided in original application), where the proffers include:*
 - (i) *providing two (2) duplexes (4 units total) of age-restricted (62+) housing affordable to households earning 80% of area median income (AMI), this effort to be coordinated with the Housing Program Coordinator on compliance and reporting*
 - (ii) *donation of \$75,000 to the Charlottesville Affordable Housing fund*

Vicinity Map



2016 Aerial

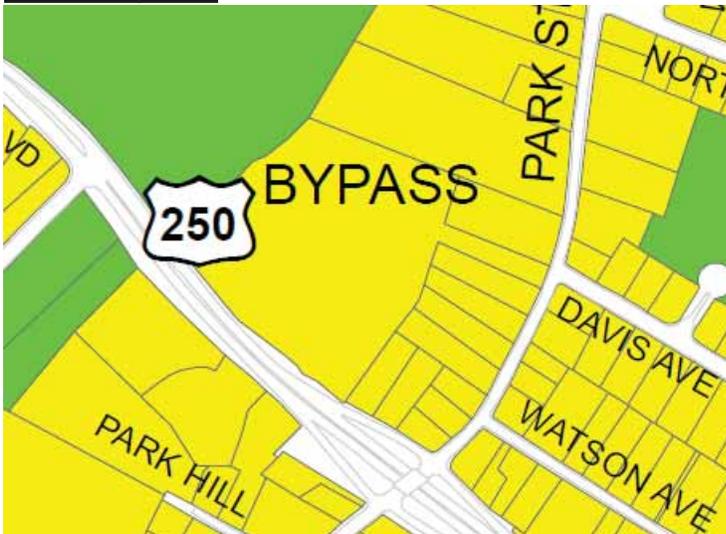


Zoning Map



Purple Dashed Outline: Special Use Permit (SUP), Yellow: R-1 (Single-Family), Blue Cross-Hatch: Individual Protected Property (IPP), Green: Parks, Brown: McIntire-5th Residential (MR)

2013 Comp Plan



Yellow: Low Density Residential, Green: Park or Preserved Open Space

Standard of Review

City Council may grant an applicant a rezoning request, giving consideration to a number of factors set forth within Z.O. Sec. 34-42. The role of the Planning Commission is to make an advisory recommendation to the City Council, as to whether or not Council should approve a proposed rezoning based on the factors listed in Z.O. Sec. 34-42(a):

(a) All proposed amendments shall be reviewed by the planning commission. The planning commission shall review and study each proposed amendment to determine:

- (1) Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;
- (2) Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;
- (3) Whether there is a need and justification for the change; and
- (4) When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

Preliminary Analysis

The Subject Properties are approximately 9.312 acres and include three (3) lots. The Subject Properties collectively have frontage on Park Street and Route 250 Bypass. The Subject Properties, specifically the current MACAA site (1025 Park Street), are unique in that they are somewhat isolated from the adjacent stretch of single-family residential homes along Park Street. The Subject Properties are bounded by heavily wooded slopes on the west side, which connect directly to the John Warner Parkway trail system, Schenk's Branch and McIntire Park. The Subject Properties contain environmental features including: large stand of trees, critical slopes and are home to the historic Rock Hill Gardens.

The proposed conceptual plan (Attachment 2 PUD Development Plan – see specifically Component 2(a) & Component 2(b)) proposes ~~five~~ four structures throughout the Subject Properties:

- (1) Existing repurposed 2-story "Stone House" (1021 Park Street) fronting on Park St to house MACAA administrative offices
- (2) A newly constructed 2-story school building located behind existing "Stone House"
- (3) *Two (2) newly constructed duplexes (4 units total) of age restricted (62+) independent living cottages affordable to households earning 80% of AMI*
- (4) A newly constructed ~~4-story~~ 5-story Senior Living Center to locate in the middle/rear of site and replace existing MACAA buildings/facilities containing ~~141~~ 150 units

The plan proposes a total of 144 parking spaces ~~164 parking spaces~~. This number has been reduced 20 spaces from the original application, where the applicant has indicated the MACAA parking lot (parking lot closest to the MACAA office (Stone House) and school building) will be shared with the senior living facility staff and visitors during MACAA's off hours. MACAA's operations are from 7:15am-3:00pm, allowing for shared parking during the weekday after 4:00pm. The applicant states most visitors for the senior housing facility come between the hours of 4:00pm and 8:00pm. In addition, the applicant has been in coordination with CAT regarding the existing Route 11 which serves Park Street but stops at North Avenue just north of MACAA Drive. The applicant, should this request be approved, will continue to coordinate with CAT by requesting that Route 11 be extended to include a bus stop location within the MACAA campus given the proposed use as a senior housing project.

140 of those spaces are proposed in the form of surface parking spaces ancillary to the proposed senior living facility and education uses and the remaining 4 spaces are within the affordable independent cottages which will have garages; 47 spaces are called out as permeable spaces (originally there were 33 permeable parking spaces) and, included in the permeable parking spaces, there is a portion to be used as a shared use plaza for NMSLC/MACAA gatherings in off-hours (See Component 2(b) of the PUD Development Plan, Attachment 2).

The buildings featured on the PUD Development Plan collectively are proposed to have up to approximately no greater than 219,500 gross square feet (5.04 acres) with a Floor Area Ratio (FAR) of 0.54. The applicant is proposing a total of *145 units* (units includes a mix of memory care, assisted living and independent living units) which equates to an approximate **density of 16 DUA**. *141 of those units would locate in the proposed 4 story senior living facility with the remaining units replacing the existing single-family dwelling on 1023 Park Street with two (2) newly constructed duplexes (4 units total) of age restricted (62+) independent living cottages affordable to households earning 80% of AMI (Residential proposed at a range of 165,000 – 200,000 gross square feet (GSF)).* The applicant proposes to maintain MACAA's current operations on-site, which include a 2-story school building (proposed at a range of 13,500-15,000 GSF) and the MACAA offices that would locate in the existing Stone House (approximately 3,800-4,500 GSF). Lastly, a temporary sales office is proposed in what will be one of the affordable independent living cottages fronting on Park St mentioned above. Should this PUD be approved, the property would be limited to the following proposed uses that include the Senior Living Facility (mix of Adult Assisted Living and Independent Living), Education Facility: Vocational, *and four (4) affordable, age restricted (62+) independent living cottages that are monitored by the Housing Program Coordinator per the proposed proffer statement.* A full breakdown of uses that includes Open Space is included on Component 2(b) of the PUD Development Plan. Building Heights range from 35' maximum height along Park Street to maximum ~~55' 75'~~ height at the rear of the property where the senior living facility would locate.

The updated proposed total number of units on-site, including the senior living facility (mix of assisted, independent and memory care) and affordable independent living cottages is 145, down 6 units from the original proposed 151 units. The residential density proposed remains the same when taking into account the reduction in units, equaling 16 dwelling units per acre (DUA) which exceeds what would be allowed under by-right zoning.

The by-right zoning (R-1) limits residential uses to single-family detached dwellings (SFD), which may contain interior or exterior accessory dwelling units, limited to 1 SFD per 8,125 square foot lot (**effective density 5 DUA**). Based off of the total area of the site, this would equate to approximately **46 units total**. This does not, however, take into account the area needed for new road/utility construction or the large portion of the site in the rear that contains critical slopes/floodplain area. Staff has approximated that if those environmental areas are taken into account, a more realistic by-right unit number would be between **25-30 SFD** units total (Note: this is an *approximate* figure is given to provide an approximate comparison to the proposed 151 units). The zoning specific to 1025 Park Street (existing MACAA site) also allows for a Community Education Center allowed via SUP granted in 1993.

Open Space: The proposal preserves existing natural areas located at the rear of the site and make up approximately 3.30 acres as Open Space. The Preserved Natural Areas (3.30 acres) contain the Rock Hill Gardens and are proposed to remain. Within this portion of the Open Space, the plan calls for a “Joint Use Agreement between NMSLC and Charlottesville Parks and Rec Department” to allow for future public access to the natural areas, Rock Hill Gardens and for future connectivity to the John Warner Parkway trail, Schenk’s Branch and McIntire Park.

-Total Open Space: 58.92% or 5.49 acres

-Total Open Space includes Preserved Natural Areas (3.30 Acres), landscaped areas, resident gardens and courtyard, and playground

-Net Loss Vegetative Cover: 7.03 acres (pre-development vegetative cover) – **5.78 acres**

~~5.72 acres~~ (post-development vegetative cover) = ~~1.32 Acres~~ **1.25 acres**

**Full % Site Area breakdown found on Component 2(b) of the PUD Development Plan (Attachment 2)

Traffic Impact: The traffic impact is an important part of the discussion given the existing condition versus the proposed condition of the MACAA Drive/Davis Avenue intersection, the limited visibility along Park Street and the amount of trips estimated as a result of the proposed use of a senior living facility that would be in addition to the existing MACAA operation on-site.

Existing Conditions

Under existing conditions, traffic on Park Street in front of the proposed site is approximately 11,000 ~~20,000~~ VPD (Vehicles per Day); the 11,000 VPD figure has been verified by traffic counts done in early August 2017 by the City Traffic Engineering Department. The existing use of the MACAA site generates approximately 86 trips per day (43 in/43 out). The driveway for MACAA creates its own difficulties. The current orientation of the driveway does not line up with Davis Ave across the street and there is a vertical curve on Park Street that limits visibility to both MACAA Drive and Davis Ave. Along with this orientation, there is an existing stone wall along the west side of Park Street that greatly reduces visibility. Due to this constraint, there is currently a “No Left Turn” sign for the MACAA driveway. Pedestrian movements in this location are limited to a single, skewed, crosswalk from the south side of Davis to the south side of the MACAA driveway.

Proposed Improvements

Under the proposed intersection improvements, traffic will increase from approximately 86 trips per day, to 486 trips per day, an approximated 400 trip increase. Much of this traffic will be due to staff for the senior living facility which has shift changes in off peak hours creating less of an impact to the existing traffic patterns. In working with the applicant on what may be appropriate to deal with traffic at the site, several improvements have been proposed (Please see Component 3(b) – Transportation Plan of the PUD Development Plan (Attachment 2) to see the proposed improvements). First, to deal with the additional traffic, the applicant has proposed the installation of a left turn lane into their site so that traffic on northbound Park St. will not be backed up waiting for a vehicle to turn into

MACAA. Secondly, to deal with sight distance issues, they have proposed several improvements:

- Realigning MACAA Drive to orient it directly across from Davis Ave. This creates better traffic efficiencies and gives drivers a more conventional intersection to anticipate driver movements
- Modifications to the existing stone wall will increase the sight distance from 100' to over 225'. While this does not meet the VDOT criteria for stopping sight distance for a 25mph roadway, the applicant proposes to install a warning sign with an advisory speed limit of 20mph on Park Street to alert drivers of the upcoming intersection.
- *The updated application has removed the originally proposed left turn out of MACAA Drive to match the existing conditions ("No Left Turn" sign out of MACAA Drive).* ~~The proposed improvements show a left turn out of MACAA Drive onto Park Street. The Traffic Engineer considers this not ideal due to the crest in the hill and notes should this PUD Development Plan get approved, the left turn could be removed per the Traffic Engineer requiring it under site plan review.~~
- Installation of the left turn lane to the south provides room to provide a landscaped island to the north.
- *The north side crosswalk has been moved back to the south location (as requested by neighbors) and flashing beacons with pushbuttons are proposed, which provides greater pedestrian safety.* ~~There may be additional opportunity through the site plan process to enhance this crossing further with a rapid flashing beacon, which would provide greater pedestrian safety in this sensitive area. Currently, there is no rapid flashing beacon proposed.~~

By Right Comparison

The site was preliminarily evaluated for developable land after removing critical slopes and roadway needed to provide access and it was found that approximately 25-30 SFD could be built on the site. This would generate approximately 366 trips per day versus the proposed 486 trips per day. The nature of single family homes versus the combination of the senior living facility and MACAA would have very minimal difference on the peak hour traffic as the difference both in the morning and afternoon peaks are single digit vehicles (5 and 4 respectively).

Conclusion

The City Traffic Engineer concludes the following:

- While there will be an increase in daily trips from existing conditions (MACAA operations: 86 trips per day) to what is proposed in the PUD Development Plan (Senior Living Facility + MACAA operations: 486 trips per day), much of this traffic will be due to staff for the senior living facility that will occur in *off peak hours* creating less of an impact to existing traffic patterns along Park Street.

- The project’s approximated trips compared to a potential by-right scenario have minimal difference, specifically peak hour morning and afternoon trips (the difference of both am/pm peak hours are in the single digits: 5 and 4 respectively).
- *The proposed improvements to the intersection will benefit sight distance and provide increased pedestrian connectivity and increased pedestrian safety via the south crosswalk location and proposed beacons.*
- Improvements generally comply with the Streets That Work Design Guidelines for the *Neighborhood A Street Typology*; however, the proposal does not account for a climbing bike lane along Park Street, where bicycle facilities are listed as the highest priority element within the *Neighborhood A Street Typology*.

Z.O. Sec. 34-42(a)

1. Whether the proposed amendment conforms to the general guidelines and policies contained in the comprehensive plan;

a. Land Use

The applicant’s own analysis of the development’s consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant’s Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

The Subject Properties are currently zoned R-1, where 1025 Park Street also has a Special Use Permit for a community education center to operate MACAA. All by-right, provisional, and special uses allowed within this zoning district are found in Sec. 34-420 – Use Matrix - Residential zoning district, where single-family detached housing is the most common of these uses.

Existing Uses

Address	Zone	Use
1021 Park Street	R-1	Single-Family House
1023 Park Street	R-1	Single-Family House (Stone House)
1025 Park Street	R-1 with SUP for private school/education facility (community education center)	Existing MACAA facility site

The Subject Properties’ current zoning (R-1) limits residential uses to single-family detached dwellings (SFD), which may contain interior or exterior accessory dwelling units, limited to 1 SFD per 8,125 square foot lot effective density **5 DUA**. The 2013 Comprehensive Plan Land Use Map indicates the Subject Properties to remain as

Low Density Residential, where the recommended density range provided for Low Density Residential areas is “not to exceed **15 DUA**.” The residential density proposed is **16 DUA** and exceeds what would be allowed under by-right zoning and the recommended Comprehensive Plan Low Density Residential range.

Should this PUD be approved, the property would be limited to the following proposed uses found in the PUD Development Plan only. These include the Senior Living Facility (mix of Adult Assisted Living and Independent Living – total *141 units* ~~151 units~~), Education Facility: Vocational (MACAA operations) and *four (4) affordable, age restricted (62+) independent living cottages that are monitored by the Housing Program Coordinator per the proposed proffer statement.*

Staff finds the proposed density is not consistent with the City’s future Land Use Map; and, further, is not consistent with what is allowed by-right. Staff sees an argument for a higher density than allowed by-right in light of the Subject Properties’ size (9.312 acres), its isolated location (existing tree buffers and heavily wooded slopes on the west side), and the proposed use of a senior living facility having most traffic being generated from its employees; however, staff reserves concern with the proposed density (16 DUA) exceeding what is intended to be the maximum density listed in the Comprehensive Plan for Low Density Residential areas (not to exceed 15 DUA) and the by-right zoning allowance of 5 DUA in light of the surrounding R-1 neighborhood. *Staff wants to note the reduction from 151 to 145 units, 4 of which are being proffered as affordable, is an improvement from the original application.*

While the proposed density is not consistent with the Future Land Use Map or by-right zoning density allowance, the PUD Development Plan contributes to other goals within the Land Use chapter of the Comprehensive Plan. The PUD Development Plan conforms to the following Land Use goals:

Goal 2 – Mixed Use

- Creates a unique opportunity for an “intergenerational campus,” where the children of the MACAA programs could interact and have joint programs with the residents of the Senior Living Facility. The proposed public access to the site allows neighborhood residents to enjoy the site’s environmental features and historic Rock Hill Gardens as well provide connection to the John Warner Parkway trail system.
- Goal 2.3 Enhance pedestrian connections between residences, commercial centers, public facilities, amenities and green spaces. The PUD Development Plan conforms to Goal 2.3 by enhancing the MACAA Drive/Davis Ave intersection and proposing public access through an agreement with City Parks and Recreation Department to the historic Rock Hill Gardens and future connectivity to the John Warner Parkway trail system adjacent to Schenk’s Branch and McIntire Park.

Goal 3 – Public Space

- Goal 3.1 Respect natural resources and sensitive environmental areas, including designated flood plain areas, river and streams. The PUD Development Plan stays largely out of the back portion of the site that contains the following significant environmental features: large stand of trees, critical slopes, flood plain, historic Rock Hill Gardens. Instead, the project proposes to retain this area as Open Space and allow for a portion thereof to be dedicated for public access.

b. Community Facilities

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

Staff finds that the central location of the Subject Properties would be well serviced by many of the existing community facilities. The applicant notes the proposed project will conform to all applicable fire codes and regulations and will provide appropriate primary and secondary emergency ingress and egress points for fire, police and emergency responders. As part of the PUD Development Plan, the applicant provided (per Sec. 34-517(a)(7-8)) confirmation from Charlottesville's Fire and Public Utilities Departments that there is adequate fire flow and water/wastewater capacities at the Subject Properties.

[The proposed PUD Development Plan notes there are emergency access points of ingress and egress proposed at 1) the primary MACAA Drive entrance off Park Street, 2) access point adjacent to the Stone House along the existing driveway to Park Street with demountable bollards, and 3) the existing 250 Bypass onramp with demountable bollards. The Traffic Engineer and Fire Department have assessed that the two access points off of Park Street are adequate for EMS response and the access point off of 250 is not needed. In addition, the existing access has parts of the original stone wall of the Rock Hill Gardens located on either side as well as existing curb, grass strip and shared use path as a result of the interchange project. Staff has concern that while the applicant has noted to staff in e-mail correspondence that they will no longer propose this as an EMS access point, it is noted as a proposed EMS route on the PUD Development Plan currently proposed. The existing width of the access point (12') is not wide enough for an emergency vehicle (standard width required is 20'), leaving staff to believe if this were to be used as an access point, the columns of the original wall and existing infrastructure (curb/shared use path) would be at risk. Because staff prefers the original stone wall be preserved and the access point is not needed or usable in its current state, staff is not in support of this EMS access point as shown on the current plan.]

UPDATE: The EMS access point originally proposed off of the 250 Bypass, posing risk to the original columns of the Rock Hill Gardens, has been removed.

c. Economic Sustainability

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

Staff finds that NMSLC partnering with MACAA to support MACAA and its programs conforms to Goal 3 - Partnerships in the Economic Sustainability Chapter. Staff also finds the PUD Development Plan conforms to Goal 6 – Workforce by creating between 75-85 full and part-time positions associated with NMSLC and retaining 25 positions associated with MACAA operations at the Park Street location.

d. Environment

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

Staff finds the PUD Development Plan conforms to Goal 3 – Urban Landscape & Habitat Enhancement, "protect, increase, and provide an interconnected system of green space and buffers..." The PUD Development Plan includes a Protection Plan (Component 3(h)) where approximately 3.3 acres to the rear of the site that contain critical slopes, heavily wooded areas, Rock Hill Gardens, successional meadow and space for a stormwater garden BMP are called for preservation).

While staff commends the applicant for placing the building structures generally within the existing MACAA building site and preserving many significant environmental features of the site, staff notes there would be an increase in impervious area, shown at approximately 20% on Component 2(b) of the PUD Development Plan. Staff also has concern that the majority of parking is shown as surface parking (impervious area), where a small portion of parking is proposed as permeable paving. Staff has concern there are trees of eight-inch caliper or larger that are proposed to be removed in the area called out to be surface parking and had asked the applicant previously to consider tuck-under parking or a portion thereof, where more of these existing trees could be preserved.

In addition, staff does have concern there is discrepancy with the figures listed for 'Total Tree Canopy Removed' throughout the PUD Development Plan (See

Component 3(f), Component 3(h) and Component 4(a)). There are at least two figures listed (40,000 SF vs. 50,000 SF) that need to be clarified. Should this PUD Development Plan be approved, a tree canopy calculation that lists tree type, number of trees, and canopy per tree will be required during the site plan review process.] *UPDATE: The impervious area has been reduced from 20% to 15%. The applicant in response to the concern of the amount of surface parking has reduced the amount of surface parking spaces from 164 to 140 and increased the amount of proposed permeable parking spaces from 33 to 47 spaces. In addition, the Protection Plan proposes to relocate a portion of the existing trees of 8" caliper or greater to other locations on-site (See Component 3h of the PUD Development Plan, Attachment 2). Please note the Total Tree Canopy to remain (SF) does not reflect potential canopy preserved from relocation of trees. The applicant has also clarified the Tree Canopy Removed figure at 50,000 SF.*

Current stormwater regulations will prevent the subject properties from discharging additional stormwater above current levels. A detailed Erosion and Sediment Control Plan and Stormwater Management Plan will be required at site plan review should the PUD be approved. PUD approval does not relieve the applicant from the responsibility of adhering to and meeting all federal, state and local design standard requirements prior to final site plan approval.

e. **Housing**

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

Staff finds the PUD Development Plan contributes to the following Housing goals:

Goal 2 – Maintain & Improve Housing Stock

- Goal 2.5 "...providing support to programs and organizations serving the homeless and near-homeless population." Part of the MACAA program offers housing and intensive case management for families facing homelessness in the community.

Goal 7 – Design Options

- "Offer a range of housing options to meet the needs of Charlottesville's residents, including those presently underserved"
By 2030, residents of Virginia who are 65 and older are approximated to double to 1.8 million and grow to 19% of the overall population.¹ Residents who are 65 and older currently make up approximately 9.2% of Charlottesville's population.² It is staff's opinion the PUD Development Plan provides a type of housing the Charlottesville can benefit from.

[/However, there was discussion at the April 5, 2017 preliminary meeting with Councilors Wes Bellamy & Kathy Galvin in attendance over potential partnerships that would enable a portion of the senior living units

¹Cai, Qian, "Virginia's Diverse and Growing Older Population," The Virginia Newsletter (Vol. 8, No. 2), April 2009, <<http://www.coopercenter.org/sites/default/files/publications/vanl0409.pdf>>

²US Census Bureau, 2011-2015 American Community Survey (ACS) 5-Year Estimates

to be subsidized at a more affordable rate. This was not indicated as part of the proposed PUD Development Plan. *] Update: The applicant has proffered two (2) newly constructed duplexes (4 units total) of age restricted (62+) independent living cottages affordable to households earning 80% of AMI, this effort to be coordinated with the Housing Program Coordinator on compliance and reporting. In addition, the applicant has proffered a donation of \$75,000 to the City's Affordable Housing fund.*

f. **Transportation**

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2).

Staff Analysis

Staff finds the PUD Development Plan contributes to Goal 1 – Complete Streets in the Transportation chapter of the Comprehensive Plan. The Transportation Plan featured on Component 3(b) of the PUD Development Plan depicts improvements that conform to the Neighborhood A Street Typology Design Guidelines found in the Streets That Work Plan. The improvements include: a newly constructed 5' sidewalk, 4' curbside buffer strip along MACAA Drive and street trees every 40 feet. The proposal does not include a 4' curbside buffer along Park Street in order to maintain adequate sight line. The proposal includes a raised, landscaped median strip along Park Street. **However, the proposal does not account for a climbing bike lane along Park Street, where bicycle facilities are listed as the highest priority element within the Neighborhood A Street Typology. A climbing lane should be incorporated with the pedestrian refuge.**

Staff supports the increased pedestrian connectivity throughout the site, specifically the public access piece of the proposal. *] However, the PUD Development Plan does not show a connection from the existing 250 Bypass shared use path to the internal walkways within the site that connect to Park Street. This access would be required during site plan review should the PUD Development Plan be approved.] Update: The PUD Development Plan now calls for a pedestrian connection from the existing 250 Bypass shared use path to the internal walkways within site (See Component 2b, 3a).*

] Staff is concerned the PUD Development Plan only partially contributes to Goal 5 – Parking, to “provide parking to adequately meet demand and support economic vitality without sacrificing aesthetics, while minimizing environmental impacts and accommodating pedestrians, bicycles, transit users and disabled individuals.” While the proposal provides adequate parking spaces, staff has concern with the majority of the parking being provided as surface parking, where it was suggested by Staff and Council members to consider tuck-under parking.] Update: The applicant has

indicated after exploring tuck-under parking that this would not be financially feasible; however, efforts to address the concern has reduced the overall parking spaces from 164 to 144. The applicant justifies the reduction by stating the MACAA parking lot will be shared with senior living facility staff and visitors during MACAA's off hours (MACAA's operating hours are 7:15am-3:00pm). In addition, the applicant has increased the amount of permeable parking spots from 33 to 47 spaces. Staff believes the increased permeable paving locations are intentional as they are in close proximity to the proposed courtyards to the west and existing tree cover to the south. Staff believes that while the plan still contains a high number of parking spaces due to the scale of use, the reduced parking combined with the increase in permeable parking spaces is an improvement from the original application.

Bicycle Parking is also not identified on the PUD Development Plan and would be required per Sec. 34-881 as part of the site plan review should the PUD Development Plan be approved.

g. Historic Preservation & Urban Design

The applicant's own analysis of the development's consistency with the Comprehensive Plan, as required by Z.O. Sec. 34-41(d)(2), is provided in the applicant's Narrative Statement and Zoning Compliance on Sheet N2 of the PUD Development Plan (Attachment 2). The applicant has also provided a history of the Rock Hill Gardens (Sheet H1 of the PUD Development Plan).

Staff Analysis

Staff finds certain elements of the proposed PUD Development Plan are consistent with the Historic Preservation and Urban Design goals of the Comprehensive Plan in that the proposal is largely centered around preserving existing mature landscape to the rear portion of the Subject Properties, preserving the historic Rock Hill Gardens, and refurbishing the existing Stone House (1021 Park Street).

*[In addition, the PUD Development Plan includes Architectural Design Guidelines (Sheet G1 of the PUD Development Plan) for the MACAA school building and senior living facility in efforts to provide a context-sensitive design. While staff believes the scale of the proposed MACAA school building (2-story; maximum height 35'), *the Independent Living Cottages (maximum height 35')*, and the existing Stone House are context sensitive (located appropriately to front on Park Street and adjacent to existing single-family residences), staff has concern with the scale of the proposed senior living facility being proposed at 4-5 stories (75' maximum height) when the surrounding properties zoned R-1 have a by-right maximum height of 35'. Staff does understand that given its location, the existing tree lines and grade would help mitigate the transition of this larger building; however, there is concern with the scale of the building in comparison to the surrounding area.] *Update: The applicant has reduced the senior living facility by a full story, where the maximum height is 55'. In addition, the applicant has provided more detail on proposed materials of the**

building to break up the massing. Please see Sheet G1 of the PUD Development Plan for details. Staff notes this is an improvement from the 75' maximum height and believes the building, now that it is articulated differently, will be transition better given the location (existing tree lines and grade).

The PUD Development Plan includes a Protection Plan (Component 3(h)) which specifically calls out the preservation of the historic Rock Hill Gardens, contributing to Goal 6, "provide effective protection to the City of Charlottesville's historic resources." The PUD Development Plan notes "Potential Public Open Space" as part of the Land Use Plan (Component 2(b)), where it notes there will be a "joint-use agreement between NMSLC and Charlottesville Parks and Recreation Department" for public access to the Rock Hill Gardens. This would likely be in form of a trail easement, the details of which would be worked out during the site plan review process should the PUD Development Plan be approved. Parks and Recreation staff has already had preliminary discussions with the applicant about the idea of opening this area up to the public for connectivity and access to the Rock Hill Gardens and are supportive of the joint-use agreement.

*[Staff does want to point out that on the Protection Plan (Component 3(h)), there is a note which states "This area *maybe* included in a "joint use agreement" with the City defined for public access." Staff's only concern is the language on this sheet differs from the Land Use Plan provided and could be interpreted in the future as something that isn't required as part of the PUD Development Plan.] Update: The language on Component 3(h) has been changed to "This area will be included in a "joint use agreement."*

Staff believes preserving the Rock Hill Gardens and opening them to the public for access is a vital part of this PUD Development Plan for resource protection. During the Interchange project, the City compiled a treatment plan for the Rock Hill Gardens as part of the Section 106 process (federal funds on a historic property) which notes the gardens are eligible to be listed on the National Register (<http://www.charlottesville.org/home/showdocument?id=33962>). However, the Rock Hill Gardens are currently not listed and the PUD Development Plan provides definitive protection over this historic resource.

2. Whether the proposed amendment will further the purposes of this chapter and the general welfare of the entire community;

The applicant's own analysis of the development's furtherance of the general welfare of the entire community is provided in the applicant's narrative statement.

Staff Analysis

Overall, staff agrees the concept of providing a senior living facility *with the addition of four (4) affordable, age restricted units* in a central location to serve the aging population in

conjunction with sustaining MACAA, which provides a number of services to the community (Head Start, Hope House, Project Discovery and Rural Outreach), is a benefit to Charlottesville.

3. Whether there is a need and justification for the change;

The applicant has provided information on the factors that lead to a request to rezone the subject properties from R-1 to a PUD in the Narrative section of their application (Sheet N1 of the PUD Development Plan).

Staff Analysis

Staff finds the proposed uses of a senior living facility and MACAA are both assets to the Charlottesville community given the aging population and the programs run by MACAA that serve facets of the community in need. In addition, staff is aware the partnership between NMSLC and MACAA will sustain MACAA where otherwise MACAA might not be able to continue given their financial situation. As stated before, staff agrees with the overall concept paired with the uniqueness of the site it would locate on; [however, has concerns with scale, density and aspects of the layout (e.g. amount of surface parking, elements of intersection design) in relation to the surrounding residential neighborhood.] *Update: Staff believes the scale of the building and the parking improvements (reduced number and increase in permeable parking spots) is an improvement to the overall layout of the site. Staff reserves concern with the density of the project; however, believes the uniqueness of the site (approximately 9 acres in size, somewhat of an isolated location with its grade and tree lines) will provide a buffer to the surrounding neighborhood, improving the transition.*

4. When pertaining to a change in the zoning district classification of property, the effect of the proposed change, if any, on the property itself, on surrounding property, and on public services and facilities. In addition, the commission shall consider the appropriateness of the property for inclusion within the proposed zoning district, relating to the purposes set forth at the beginning of the proposed district classification.

The location of the subject properties is currently served by existing public utilities and facilities. As part of the PUD Development Plan, the applicant provided per Sec. 34-517(a)(7-8) confirmation from Charlottesville's Fire Department and Public Utilities Department that there is adequate fire flow and water and wastewater capacities at the Subject Properties.

Staff Analysis

Any development on the subject properties would be evaluated during site plan review and need to meet all current regulations related to public utilities and facilities.

Staff believes the overall concept of the PUD Development Plan as an "intergenerational campus" is appropriate for inclusion in the proposed zoning district. More detailed analysis provided in the following section: PUD Considerations.

PUD Considerations

The applicant's own analysis of the objectives listed as part of the Planned Unit Development (PUD) zoning district (Sec. 34-491) are included on Sheet N3 of the PUD Development Plan.

Staff Analysis

In reviewing an application for approval of a planned unit development (PUD) or an application seeking amendment of an approved PUD, in addition to the general considerations applicable to any rezoning the city council and planning commission shall consider whether the application satisfies the following objectives of a PUD district:

(1) To encourage developments of equal or higher quality than otherwise required by the strict application of zoning district regulations that would otherwise govern;

On Objective 1: Staff concludes that the applicant does meet this PUD objective. Strict application of the zoning would not allow for a larger senior living facility (R-1 allows for up to 8 Adult Assisted Living Residents) in conjunction with MACAA, preserving the Head Start and other programs that serve low-income families throughout the region. In addition, the proposed concept of the "intergenerational campus" is centered largely around preserving the environmental features located on the back of the property, including the preservation of and creating public access to the Rock Hill Gardens, which otherwise could be altered by a private property owner. The proposal includes preservation of the existing Stone House at 1021 Park Street, which currently has no overlay protection. In addition, the proposal provides connection to the existing John Warner Parkway trail, Schenk's Branch and McIntire Park.

It is staff's opinion that current zoning would create a lesser quality site layout as the zoning designations would not support the opportunity presented in the PUD Development Plan, and rather, would promote a future development of single-family dwellings, in which the Rock Hill Gardens and existing Stone House aren't protected and would not necessarily be preserved. The environmental features of the back portion of the property do have some protection as a developer would be required to apply for a Critical Slope Waiver if the proposed development disturbed any portion of the critical slope area; however, the future trail allowing public access to the Rock Hill Gardens and connections to the John Warner Parkway trail, Schenk's Branch and McIntire Park would not be required in a by-right scenario.

(2) To encourage innovative arrangements of buildings and open spaces to provide efficient, attractive, flexible and environmentally sensitive design.

On Objective 2: Staff concludes that the applicant does overall meet this PUD objective. The applicant has proposed an environmentally sensitive development in the sense that the applicant has located the buildings within the existing MACAA operation building site, some of which front closer to the Park Street. The location of the buildings is in efforts to stay out of the preserved natural areas (3.30) at the back of the site which contain critical slopes, heavily wooded areas and

the Rock Hill Gardens. The PUD Development Plan depicts 58.92% of the site as Open Space to include the preserved natural areas (3.30 Acres) at the rear of the property.

However, staff does want to note it has a few comments in regards to the arrangement of proposed buildings on the building site. Staff would have liked to see more of an effort made to arrange the parking in such a way that it was more environmentally sensitive (use of “tuck-under” parking), where more of the existing trees of eight-inch caliper or greater located where the surface parking is proposed could be preserved.] Update: Staff believes that while the plan still contains a high number of parking spaces due to the scale of use, the reduced parking combined with the increase in permeable parking spaces is an improvement from the original application.

(3) To promote a variety of housing types, or, within a development containing only a single housing type, to promote the inclusion of houses of various sizes;

On Objective 3: Staff concludes the applicant does meet this PUD objective. The applicant’s proposal provides a mix of independent, assisted and memory care units within the senior living facility that will serve different needs within the aging community of Charlottesville.

(4) To encourage the clustering of single-family dwellings for more efficient use of land and preservation of open space;

On Objective 4: Staff concludes that the applicant does meet this PUD objective. Though there are no single-family dwellings proposed, the applicant has proposed a development plan with buildings clustered closer to Park Street and largely within the existing MACAA building site in order to preserve the 3.30 acres of natural areas at the back of the site.

(5) To provide for developments designed to function as cohesive, unified projects;

On Objective 5: Staff concludes that the applicant does meet this PUD objective. The proposed development plan provides a unique concept of an “intergenerational campus” that locates a senior living facility and the MACAA operations/school in the same place, where the applicant states shared programs will occur between the NMSLC and MACAA. Staff is eager to learn more about the future shared programming as these events would make the site a true “Intergenerational Campus.” The PUD Development Plan indicates a parking/event space designed with pavers, landscaping and lighting to encourage during off hours shared evening events. In addition, the site is unified through close proximity and connected walkways.

(6) To ensure that a development will be harmonious with the existing uses and character of adjacent property, and/or consistent with patterns of development noted with respect to such adjacent property;

On Objective 6: Staff concludes the applicant *has improved its application to* ~~does not~~ meet this PUD objective. The PUD Development Plan includes *more detailed* Architectural Design Guidelines (Sheet G1 of the PUD Development Plan) for the MACAA school building and senior living facility in

efforts to provide a context-sensitive design. Staff believes the scale of the proposed MACAA school building (2-story; maximum height 35'), *the affordable, age-restricted Independent Living Cottages (maximum height 35')*, and the existing Stone House are context sensitive and locate appropriately to front on Park Street (adjacent to existing single-family residences). *Staff believes the senior living facility is improved in overall scale now that it has been reduced a full story, with a new maximum height of 55'.* The surrounding properties zoned R-1 have a by-right maximum height of 35'. Staff does understand that given its location, the existing tree lines and grade would help mitigate appearance of the *4-story building* and provide for a transition; however, *staff still has concern with the building in light of the building's proposed scale and density. The proposed density (16 DUA) exceeds what would be allowed under by-right zoning (5 DUA) and the recommended Comprehensive Plan Low Density Residential range (not to exceed 15 DUA).*

(7) To ensure preservation of cultural features, scenic assets and natural features such as trees, streams and topography;

On Objective 7: Staff concludes that the applicant does significantly contribute to this PUD objective. The applicant is preserving 3.3 acres of the back portion of the site that include critical slopes, floodplain, large stand of trees and the historic Rock Hill Gardens.

(8) To provide for coordination of architectural styles internally within the development as well as in relation to adjacent properties along the perimeter of the development; and

On Objective 8: Staff concludes the applicant meets this PUD objective and has included a unified architectural style internally to the development as shown in the Architectural Design Guidelines (Sheet G1 of the PUD Concept Plan). The structures closer to Park Street are of most concern in their relation to the adjacent properties and staff believes their scale and style will coordinate appropriately with the adjacent single-family residences.

(9) To provide for coordinated linkages among internal buildings and uses, and external connections, at a scale appropriate to the development and adjacent neighborhoods;

On Objective 9: Staff concludes that the applicant *does meet this PUD objective.* The proposed development plan provides a shared use plaza/park space (permeable paver area) for NMSLC/MACAA events and gatherings, internal and external walkways available for use by the potential users and neighboring residents, an area dedicated for a future public trail allowing access to the historic Rock Hill Gardens and connection to the John Warner Parkway trail system, 5' sidewalks along the perimeter of the site and a realigned intersection with pedestrian refuge for crossing Park Street from Davis Ave. *In addition, the PUD Development Plan now shows a connection from the existing 250 Bypass shared use path to the internal walkways within the site that connect to Park Street.*

(10) To facilitate access to the development by public transit services or other single-vehicle-alternative services, including, without limitation, public pedestrian systems.

On Objective 10: Staff concludes that the applicant does meet this PUD objective. The proposed development improves the Park Street/Davis Ave/MACAA Drive intersection and both NMSLC and MACAA use their own multi-person transit vans and JAUNT. The applicant has also expressed should the PUD Development Plan be approved, they would inquire about a Charlottesville Area Transit (CAT) bus route to the site. Bicycle Parking is not identified on the PUD Development Plan and would be required per Sec. 34-881 as part of the site plan review should the PUD Development Plan be approved.

Proffers

~~The applicant did not provide a proffer statement as part of this application.~~

The updated application includes a proffer statement proffering the following:

- (i) Providing two (2) duplexes (4 units total) of age restricted (62+) housing affordable to households earning 80% of area median income (AMI), this effort to be coordinated with the Housing Program Coordinator on compliance and reporting; and,*
- (ii) Donation of \$75,000 to the Charlottesville Affordable Housing fund.*

Public Comments Received

Per Sec. 34-41(c)(2), the applicant held a Community Meeting on July 17, 2017. There have been several neighborhood residents who have sent separate written correspondence to NDS that are attached to this report (Attachment 4).

General comments from the public regarding the PUD Rezoning request are:

- Concern around increased in traffic generated from the senior living facility
- Missing portion of sidewalk along Davis not included as part of intersection improvements
- Desire for applicant to maintain the already established crosswalk that runs from south side of Davis to south side of MACAA Drive *Update: Applicant has removed the crosswalk from the north side and relocated to south side at neighbors request (with the addition of flashing beacons)*
- The proposed intersection showing a left turn onto Park Street out of MACAA Drive where currently there is a "No Left Turn" sign *Update: The proposed intersection improvements have eliminated the left turn and proposed a pork chop to force traffic right*
- Concern around noise generated from the use (e.g. dumpsters, food deliveries)
- Desire for a public or commercial space (café or restaurant) in the development for neighborhood residents to gather
- *Desire for the site to remain single-family residential in neighbor to maintain the neighborhood feel. Concern the duplexes don't fit with the adjacent single-family residences.*

For more detailed public comment, please see correspondence in Attachment 4.

Staff Recommendation

Overall, staff finds the proposed PUD Development Plan provides a unique opportunity for an “intergenerational campus” that provides housing for the growing 65+ population, sustains MACAA, an organization that provides programs that meet many of the City’s goals in serving the low-income community *and commits to providing four (4) affordable, age restricted (65+) units on-site in coordination with the City’s Housing Coordinator*. In addition, the concept layout demonstrates efforts to use environmentally sensitive design by utilizing the existing building site in order to preserve the environmental and historic features of the site (environmental features at rear of site: critical slopes, heavily wooded areas, meadows, Rock Hill Gardens, flood plain), which otherwise might not be preserved in a by-right scenario. The applicant has demonstrated their intent to improve connectivity and access through the proposed improvements at the Park/Davis Ave/MACAA Drive intersection, many of which comply with Streets That Work, and the proposed future public access via an agreement with City Parks and Recreation to allow for public access to the historic Rock Hill Gardens and the existing John Warner Parkway trail system. Staff believes the designation of a PUD allows for the unique, integrated mix of uses that would be a benefit to this community and a site layout that is, for the most part, cohesive and environmentally sensitive. Staff would like to stress that overall, they are supportive of the concept. *Many of staff’s previous concerns (listed below) have been addressed in the updated application; however, there are concerns that remain. Please see the original list of staff’s concerns below with updates so that Planning Commission can take these into consideration when making their recommendation:*

- ~~1. The proposed intersection improvements (Component 3(b) of the PUD Development Plan) show a left turn out of MACAA Drive onto Park Street (existing conditions: “No Left Turn” sign out of MACAA Drive). The Traffic Engineer considers this not ideal due to the crest in the hill and notes should this PUD Development Plan get approved, the Traffic Engineer can require the left turn be removed under site plan review. *The application no longer includes the left turn out of MACAA Drive and has proposed to install a “pork-chop” to direct traffic right.*~~
- ~~2. The PUD Development Plan does not show a connection from the existing 250 Bypass shared use path to the internal walkways within the site that connect to Park Street. This access could provide an integral connection to the greater City trail systems and staff notes this would be required during site plan review should the PUD Development Plan be approved per Sec. 34-897. *The application includes allowance for pedestrian access from the existing 250 Bypass shared use path to the internal walkways within the site connecting to Park Street.*~~
3. The proposed density of 16 DUA exceeds the by-right density (effective density for R-1: 5 DUA and the Comprehensive Plan density range for Low Density Residential, where for those areas it states to “not exceed 15 DUA.” While staff sees an argument for a higher density than allowed by-right in light of the Subject Properties’ size (9.312 acres), its isolated location (existing tree buffers and heavily wooded slopes on the west side), and the proposed use of a senior living facility having most traffic being generated from its employees, *staff has concern with the proposed density (16 DUA) exceeding the by-right density (5 DUA) and what is intended to be the maximum density listed in the Comprehensive Plan for Low Density Residential areas (not to exceed 15 DUA). Staff still holds its concern with the propose density,*

but wants to note the new layout and reduction of height in the proposed senior living facility building is an improvement from the original application in countering the impact of the number of units proposed.

4. *The proposed massing and scale of the senior living facility, reduced from 5 stories to 4 stories with a maximum height of 55' is an improvement from the original 75' maximum height in comparison to the surrounding neighborhood that contains single-family residences not to exceed 35' in height per their R-1 zoning. Staff notes that the size of the building is arguably more hidden given the location of the site and the preserved wooded areas and the location of the building situated back behind the three structures that front on Park Street (proposed not exceed the existing by-right height of 35'). While staff believes the updated proposed massing and scale would be better hidden behind the tree-line and provide for a better transition than the original proposed massing and scale, staff still has concern the scale is larger than what would be allowed in the current zoning and in light of the surrounding neighborhood.*
5. *[Staff has concern with the amount of surface parking for the following: resulted loss of some of the existing trees of eight-inch caliper or greater and there being more innovative and environmentally sensitive approaches ("tuck-under" parking) that might not have been explored.] Staff believes the applicant has made a considerable effort to address this concern providing for an improved layout, where the total number of parking spaces provided has been reduced 20 spaces and there is an increase in permeable parking spaces. The applicant has also noted relocation of trees that are eight-inch caliper or greater to other places on-site to help preserve more trees. While staff believes the scale (number of units) is the driving force behind the large number of parking spaces, where a smaller-scale senior living facility would require less parking, staff believes this is an improvement from the original application and commends the applicant's efforts to utilize shared parking and permeable paving.*
- ~~6. Staff has concern with the proposed EMS access point off of 250 Bypass being that the recently constructed shared use path as part of the Interchange project blocks that access of and that part of the original Rock Hill Garden walls are on either side of the existing access, putting them at risk. Traffic Engineering and Fire Department have confirmed the two EMS access points off of Park are adequate. It is of staff's opinion this should not be an EMS access point and should remain permanently closed. Staff does not support the proposed EMS access point as shown on the PUD Development Plan currently proposed plan. Staff will note the applicant has stated through e-mail correspondence the EMS point would be removed and there would be no change; however, staff has to evaluate the proposed PUD Development Plan as shown. *The EMS access point off of the 250 Bypass has been removed.*~~
- ~~7. In light of the public comment received, staff would like to note it supports maintaining the existing crosswalk that runs from south side of Davis to south side of MACAA Drive. *The applicant has proposed to maintain existing crosswalk that runs from south side of Davis to south side of MACAA Drive and has proposed flashing beacons for improved pedestrian safety.*~~

- ~~8. Regarding the "joint use agreement between NMSLC and Charlottesville Parks and Recreation" for the public access to the Rock Hill Gardens, staff is slightly unclear about the note provided on the Protection Plan (Component 3(h)), which states "This area may be included in a "joint use agreement" with the City defined for public access." Staff's only concern is the language on this sheet differs from the Land Use Plan provided (Component 2(b)) and could be interpreted in the future as something that isn't required as part of the PUD Development Plan. *The applicant has clarified the discrepancy in language regarding the area called that is called out for a joint use agreement between NMSLC and Charlottesville Parks and Recreation for public access to the Rock Hill Gardens, noting that the area will be under a joint-use agreement.*~~
- ~~9. Staff has concern there is discrepancy with the figures listed for 'Total Tree Canopy Removed' throughout the PUD Development Plan (See Component 3(f), Component 3(h) and Component 4(a)). There are at least two figures listed (40,000 SF vs. 50,000 SF) that need to be clarified. Should this PUD Development Plan be approved, a tree canopy calculation that lists tree type, number of trees, and canopy per tree will be required during the site plan review process. *The applicant has clarified the Total Tree Canopy Removed figure as being 50,000 SF.*~~

Attachments

- (1) Application
- (2) *PUD Development Plan, dated August 28, 2017*
- (3) Application Rejection Letters dated May 8 and June 5, 2017
- (4) *Public Comments Received*
- (5) PC Preliminary Discussion Report, dated April 11, 2017
- (6) *PC Informal Public Hearing Staff Report, August 8, 2017:*
<https://www.charlottesville.org/Home/ShowDocument?id=55723>

Suggested Motions

1. I move to recommend the approval of this application to rezone the properties located on Tax Map 47, Parcels 7.1, 8, 11 from R-1, and SUP for Community Education Center on Tax Map 47, Parcel 7.1 to PUD, on the basis that the proposal would serve the interests of the general public welfare and good zoning practice.
2. I move to recommend denial of this application to rezone properties located on Tax Map 47, Parcels 7.1, 8, 11 from R-1, and SUP for Community Education Center on Tax Map 47, Parcel 7.1, to PUD for the following reasons:
3. I move to recommend deferral of this application to rezone properties located on Tax Map 47, Parcels 7.1, 8, 11 from R-1, and SUP for Community Education Center on Tax Map 47, Parcel 7.1, to PUD for the following reasons:



August 28, 2017

Ms. Heather Newmyer AICP
City Planner
City of Charlottesville Virginia
610 East Market Street
Charlottesville, VA 22902

Re: MCACAA Intergenerational Education Campus PUD Rezoning Application [IM 47:P7.1, 8, and 11]

Dear Heather,

Please find in the attached revised application for the above project. We appreciate the time you, Missy Creasy, and Brennan Duncan have spent helping us to refine our submission based on staff, community and planning commission comments. As we discussed in our last meeting we have included a "red line" narrative and "clouded" PUD plan version of the submission indicating those areas which have been revised as well as a final "clean" version as our revised submission. We believe that the project has benefited and been improved from your helpful suggestions and advice and we appreciate your work with us.

We have also included an executed Statement of Preliminary Proffer Statement with to address the affordable housing concerns and in response to those components of the comprehensive plan which we have coordinated with the Housing Program Director at the City.

We are in the process of setting up some additional community meetings for the project as well as individual meetings with concerned neighbors and City Officials where appropriate. We will notify you of these meetings as they develop and would welcome your attendance and comments.

As you noted we will be preparing a power point presentation for the Planning Commission meeting in October and I will get this to you in advance of the meeting as well as paper version for the Planning Commission and City Council members.

We have attached a summary of the written concerns you identified in the staff report and our responses to those which are included in the revised submission package. Please feel free to let me or any member of our team know if you have additional questions or concerns which arise as you review our revised submission.

With Kind Regards,



Kurt Wassenaar, Architect

Representative for NMSLC and MACAA

Cc: Mr. Bruce Hedrick, Ms Harriet Kaplan, Mr. David Mellen

Responses to Staff Recommendations – MACAA Intergenerational Education Campus
8/28/17

- 1) The proposed intersection improvements (Component 3(b) of the PUD Development Plan) show a left turn hot of MACAA Drive onto Park Street (existing conditions: “No Left Turn” sign out of MACAA Drive). The Traffic Engineer considers this not ideal due to the crest in the hill and notes should this PUD Development Plan get approved, the Traffic Engineer can require the left turn be removed under site plan review. ...

Response: Removed “left turn” movement and added “pork chop” (see clouded area p. 2b)

- 2) The PUD Development Plan does not show a connection from the existing 250 Bypass shared use path to the internal walkways within the site that connect to Park Street. This access could provide an integral connection to the greater City trail systems and staff notes this would be required during site plan review should the PUD Development Plan be approved per Sec. 34-897.

Response: Access added to 250 Bypass (see clouded area p. 2b)

- 3) The proposed density of 16 DUA exceeds the by right density (effective density for R-1: 5 DUA and the Comprehensive Plan density range for Low Density Residential, where for those areas it states to “not exceed 15 DUA.” While staff sees an argument for a higher density than allowed by-right in light of the Subject Properties’ size (9.312 acres), its isolated location (existing tree buffers and heavily wooded slopes on the west side), and the proposed use of a senior living facility having most traffic being generated from its employees, staff has concern with the proposed density (16 DUA) exceeding what is intended to be the maximum density listed in the Comprehensive Plan for Low Density Residential areas (not to exceed 15 DUA). Note that the total land area has been determined to be 9.02 acres as a result of the land taken by VDOT during the development of the Warner Parkway and its ramp improvements. Normally MACAA would have sought a waiver of the loss of development rights from the loss of this acreage but unfortunately it did not anticipate this prior to the deed of the .28 acres to the Parkway project.

Response: Total number of senior housing units will be reduced from 151 units to 141 units. In an effort to meet the City’s goal of increasing the number of affordable housing units, the applicant will add 4 affordable age-restricted (62+) housing units (see below). The number of adult assisted living units will not exceed 64 units, the number of memory care units will not exceed 60 units and the number of independent units will not exceed 85 units, however the total number of these combined units will not exceed 141 units (see clouded area p. 2b).



- 4) Staff has concern with the proposed massing and scale of the senior living facility, proposed at 5 stories with a maximum height of 75' if measured to the roof ridge as noted on Sheet G1 in comparison to the surrounding neighborhood that contains single-family residences not to exceed 35' in height per their R-1 zoning. Staff notes that the size of the building is arguably more hidden given the location of the site and the preserved wooded areas and the location of the building situated back behind the three structures that front on Park Street (proposed not exceed the existing by-right height of 35'), however there is still concern the scale is significantly different than what would be allowed in the current zoning and in light of the surrounding neighborhood.

Response: The senior living building has been reduced in height by a full story. The building shifts a full story to accommodate the grade shift of about 12' on the 250 Bypass and Warner Parkway sides of the site. The building wings on the side of the Warner Parkway side shift down a full floor and will be 4 stories in height as well with a maximum height at the eave line of 55' and the rest of the building remains at 4 stories with a maximum height at the eave line of 55' (see clouded area on p. 2b). A raised courtyard on the Warner Parkway side of the building transitions the height of the back of the courtyard building height to 4 stories as well.

- 5) Staff has concern with the amount of surface parking for the following: resulted loss of some of the existing trees of eight-inch caliper or greater and there being more innovative and environmentally sensitive approaches ("tuck-under" parking) that might not have been explored.

Response: Surface parking number has been reduced from 134 spaces to 110 spaces (see clouded area on p. 2b), an additional 46 spaces will have permeable pavers at the Southern, Western and Eastern parking lots and where possible, existing trees transplanted (see clouded area on p. 3h).

Most visitors to the senior housing project will be from 4:00 p.m. to 8:00 p.m. during the weekday, and throughout the day on weekends. The majority of MACAA's parking needs are between 7:15 a.m. - 3:00 p.m. allowing for shared parking during the weekday after 4:00 p.m. for the senior housing visitors and subsequently the need for fewer total spaces. The shared parking arrangement will be memorialized in the easement and shared maintenance agreement between the parties.

The applicant has also spoken with CAT regarding their existing Route 11 which currently serves Park Street, but stops at North Avenue just north of MACAA Drive. According to CAT, they currently have a feasibility study under way studying their existing routes. As a "life line" location, the Senior Housing project has put in a letter



requesting Route 11 be extended to include a bus stop location within the MACAA campus.

- 6) Staff has concern with the proposed EMS access point of 250 Bypass being that the recently constructed shared use path as part of the Interchange project blocks that access of and that part of the original Rock Hill Garden walls are on either side of the existing access, putting them at risk. Traffic Engineering and Fire Department have confirmed the two EMS access points off of Park are adequate. It is of staff's opinion this should not be an EMS access point and should remain permanently closed. Staff does not support the proposed EMS access point as shown on the PUD Development Plan currently proposed plan. Staff will note the applicant has stated through e-mail correspondence the EMS point would be removed and there would be no change; however, staff has to evaluate the proposed PUD Development Plan as shown.

Response: The EMS access off 250 Bypass has been removed (see clouded area p. 2b)

- 7) In light of the public comment received, staff would like to note it supports maintaining the existing crosswalk that runs from the south side of Davis to the south side of MACAA Drive and, if possible with the adjacent property owner, providing the missing portion of sidewalk on Davis Avenue as part of the intersection improvements (a potential bulb-out scenario). These items are currently not included as part of the PUD Development Plan's proposal.

Response: North side crosswalk has been relocated to the south side and flashing beacons added (see clouded area p. 2b).

- 8) Regarding the "joint use agreement between NMSLC and Charlottesville Parks and Recreation" for the public access to Rock Hill Gardens, staff is slightly unclear about the note provided on the Protection Plan (Component 3(h), which states "This area may be included in a "joint use agreement" with the City defined for public access." Staff's only concern is the language on this sheet differs from the Land Use Plan provided (Component 2(b)) and could be interpreted in the future as something that isn't required as part of the PUD Development Plan.

Response: The language will be changed to "This area will be included in a "joint use agreement" with the City defined for public access" (see clouded area p. 3h).

- 9) Staff has a concern there is discrepancy with the figures listed for 'Total Tree Canopy Removed' throughout the PUD Development Plan (See Component 3(f), Component 3 (h) and Component 4(a)). There are at least two figures listed (40,000 SF vs. 50,000 SF) that need to be clarified. Should this PUD Development Plan be approved, a tree



canopy calculation that lists tree type, number of trees, and canopy per tree will be required during the site plan review process.

Response: Total Tree Canopy removed is 50,000 sq. ft. (trees 8" caliper and larger) and has been changed (see clouded area p. 3f, 3h)

Other

- **Affording housing**

Response: Applicant will proffer; two duplexes (4 units total) of age-restricted (62+) affordable housing (80% of AMI) and a donation of \$75,000 to the Charlottesville Affordable Housing Fund for affordable work force housing (see clouded area p. 2b).

Residents of the age-restricted affordable housing units will access to the life enrichment programs, educational programs, scheduled transportation, and building/campus amenities at no charge. Other services such as meals, housekeeping, laundry and personal care services would be available on a fee for service basis.

- **Critical Slopes**

Response: Protection plan has been changed to reflect all critical slopes (see clouded area on p. 2b, 3h).



BEFORE THE CITY COUNCIL OF THE CITY OF CHARLOTTESVILLE, VIRGINIA

IN RE: PETITION FOR REZONING (City Application No.ZM17-00001)

STATEMENT OF PRELIMINARY PROFFER CONDITIONS

For the MCACAA Intergenerational Education Campus PUD Rezoning Application [TM 47:P7.1, 8, & 11]

Dated as of August 28, 2017

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF CHARLOTTESVILLE:

The undersigned individuals are the owners of land subject to the above-referenced rezoning petition ("Subject Property"). The Owner/Applicant seeks to amend the current zoning of the property subject to certain voluntary development conditions set forth below. In connection with this rezoning application, the Owner/Applicant seeks approval of a PUD as set forth within a PUD Development Plan dated August 28, 2017.

The Owner/Applicant hereby proffers and agrees that if the Subject Property is rezoned as requested, the rezoning will be subject to, and the Owner will abide by, the approved PUD Development Plan as well as the following conditions:

1. Applicant will proffer two duplexes (4 units total) of age-restricted (62+) housing affordable to households earning 80% of AMI, and coordinate with the Housing Program Director on compliance reporting.
2. Applicant proffers a donation of \$75,000 to the Charlottesville Affordable Housing Fund for affordable work force housing.

WHEREFORE, the undersigned Owner(s) stipulate and agree that the use and development of the Subject Property shall be in conformity with the conditions hereinabove stated, and requests that the Subject Property be rezoned as requested, in accordance with the Zoning Ordinance of the City of Charlottesville.

Respectfully submitted this 28th day of August, 2017.

By: H. Kaplan

Owner: MACAA, Inc.

Print Name: Harriet D. Kaplan

Owner's Address: 1025 Park Street
Charlottesville, VA 22901

By: [Signature]

Applicant: NMSEL, LLC

Print Name: Prince H. Holmick
President

Applicant's Address: 2917 Penn Forest Road
Roanoke, VA 24018

By: [Signature]

Owner: 1023 Park Street, LLC

Print Name: On behalf of owner

Owner's Address: 455 Sward St. SE

Fourth Floor
Charlottesville, VA
22902

Prince H. Holmick, President NMSEL, LLC
limited power
of attorney, submitted
with original application



Campus Entrance View from Park Street Northbound

Project Site



Vicinity Map



MACAA Intergenerational Education Campus
Charlotteville, VA



P.U.D. Development Plan

Title Page

August 28, 2017

P.U.D. DEVELOPMENT PLAN

MACAA INTERGENERATIONAL EDUCATION CAMPUS

1025 Park Street, Charlotteville, VA 22901

Tax Map Parcels	Address	Size	Zone
TM-47-7.1	1025 Park Street	7.64 acres	R-1
TM-47-11	1023 Park Street	0.47 acres	R-1
TM-47-8	1021 Park Street	0.91 acres	R-1
Total		9.02 acres	

Current Zoning:

All parcels are zoned R-1. In addition, TM-47-7.1 has a SUP that was granted by City Council on January 4, 1993, allowing MACAA to use the former YMCA Site as a Community Education Center, with the following conditions:

- Administrative approval of the site plan
- A grading and E&S Plan being submitted and approved
- The hours of operation shall not exceed 8:00 p.m. on Saturday, 11:00 p.m. on Friday and 10:00 p.m. on Sunday through Thursday.
- All site plan improvements must be implemented within one year of SUP approval
- There shall be physical barriers on access roads during prohibited hours of operation

An amendment to the SUP was approved on July 6, 1993, granting a one year trial period to eliminate the SUP requirements that there be access from the property onto the Route 250 Bypass and that the entrance onto Park Street be obtained off closed during hours of operation. On December 4, 1995 a second amendment was approved allowing permanent closure of access to the 250 Bypass from 1025 Park Street and also that MACAA would not be required to chain off the entrance to 1025 Park Street after hours of operation and the hours of operation could not exceed 10:00 p.m. on Sunday through Thursday and 11:00 p.m. on Friday and Saturday. Approval of these amendments was conditioned upon administrative approval of the site plan.

Proposed Zoning:

Planned Unit Development (P.U.D.)

Owner/Developer:

New Millennium Senior Living Communities, LLC
2917 Penn Forest Blvd.
Roanoke, VA 24018
540-776-7458

Site Survey:

Roger W. Ray & Associates, Inc.
663 Berkmar Court
Charlotteville, VA 22901
434-293-3195

Land Planning and Landscape Architects:

Land Planning Design Associates
1006 East Jefferson Street, Suite B
Charlotteville, VA 22902
434-296-2108

Civil Engineers:

Collins Engineering
200 Garnett Street, Suite K
Charlotteville, VA 22902
434-293-3719

Architects:

GHLA Architects
1300 West Randol Mill Road
Arlington, TX 76012
817-801-7200

Design and Planning Support:

Wassenaar + Winkler
200 West 12th Street
Waynesboro, VA 22980
540-941-3567

Approved by City Council Ordinance dated _____ 2017

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Parcel 47-7.1, 1025 Park Street
Owned by Monticello Area Community Action Agency (MACAA), Zoned R-1.
C SUP was granted by City Council on January 4, 1993, allowing MACAA to use the former YMCA Site as a Community Education Center, with the following conditions:
1. Administrative easement, as shown on the site plan.
2. Lighting and Easement shall be completed and approved.
3. The opening and Easement shall be completed 9:00 p.m. on Sunday through Thursday, 11:00 p.m. on Friday and 10:00 p.m. on Saturday.
4. All site plan amendments must be implemented within one year of SUP approval.
5. There shall be physical barriers on access roads during prohibited hours of operation.

An amendment to the SUP was approved on July 6, 1993, granting a one year trial period to eliminate the SUP requirements that there be access from the property onto the Route 250 Bypass and that the entrance onto Park Street be chained off during prohibited hours of operation. On December 4, 1995 a second amendment was approved allowing permanent closure of access to the 250 Bypass from 1025 Park Street, and also that MACAA would not be required to chain off the entrance to 1025 Park Street after hours of operation and the hours of operation could not exceed 10:00 p.m. on Sunday through Thursday and 11:00 p.m. on Friday and Saturday. Approval of these amendments was conditioned upon administrative approval of the site plan.

The PUD shall supersede the SUP, however condition #1 of the SUP amendment will remain so that there will continue to be no public access from the property onto the Route 250 Bypass; just EMS access.

Parcel 47-8, 1021 Park Street
Owned by Monticello Area Community Action Agency (MACAA), Zoned R-1

Parcel 47-11, 1023 Park Street
Owned by 1023 Park Street, LLC, Zoned R-1



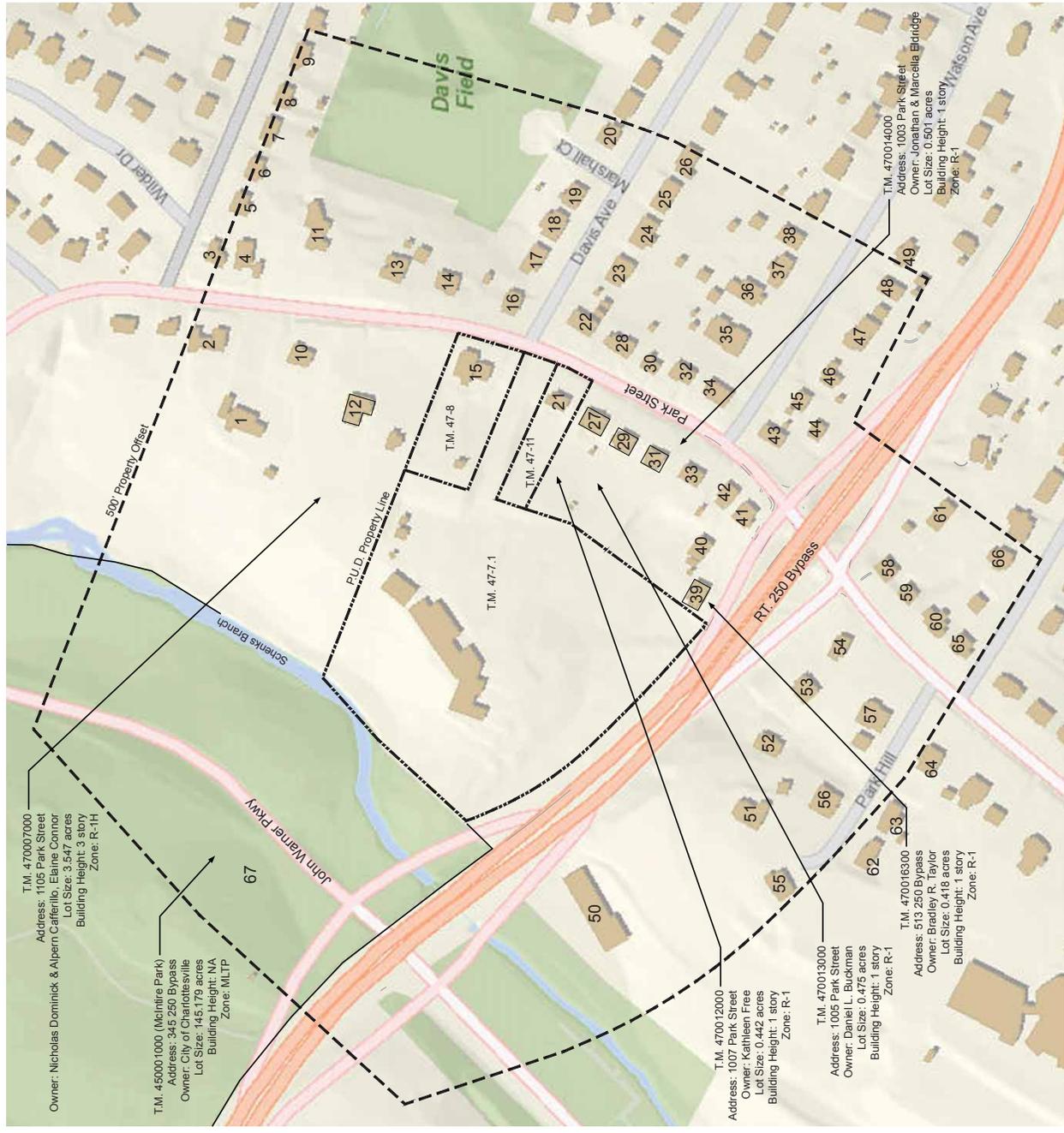
Topographic Survey of Tax Map 47 Parcels 8 and 11 and a portion of Tax Map 47 Parcel 7.1 located on Park Street and U.S. Route 250 Bypass, City of Charlottesville, Virginia.
Date: March 13, 2017
Contour Interval = 2'
Datum: NAVD88

Survey of Parcels 47-8, 47-11 and 47-7.1 performed by:
Roger W. Ray & Associates, Inc.
663 Benmar Court
Charlottesville, Virginia 22901
434-293-3195
Land Surveyors - Land Planners

Survey of Parcel 47.7 provided by owner.

All other topography, outside survey area shows City of Charlottesville Planimetric Interchange AS Bulbs.

- 01- Parcel: 470005000, Zone: R-1, Address: 1115 Park Street
- 02- Parcel: 470004000, Zone: R-1, Address: 1117 Park Street
- 03- Parcel: 470051000, Zone: R-1, Address: 1126 Park Street
- 04- Parcel: 470051000, Zone: R-1, Address: 1126 Park Street
- 05- Parcel: 470051200, Zone: R-1, Address: 606 North Avenue
- 06- Parcel: 470051300, Zone: R-1, Address: 608 North Avenue
- 07- Parcel: 470051400, Zone: R-1, Address: 610 North Avenue
- 08- Parcel: 470051500, Zone: R-1, Address: 612 North Avenue
- 09- Parcel: 470051600, Zone: R-1, Address: 614 North Avenue
- 10- Parcel: 470006000, Zone: R-1, Address: 1109 Park Street
- 11- Parcel: 470050000, Zone: R-1 with PPO Overlay, Address: 1112 Park Street
- 12- Parcel: 470007000, Zone: R-1 with PPO Overlay, Address: 1105 Park Street
- 13- Parcel: 470049000, Zone: R-1 with PPO Overlay, Address: 1108 Park Street
- 14- Parcel: 470047000, Zone: R-1, Address: 1106 Park Street
- 15- Parcel: 470008000, Zone: R-1, Address: 1021 Park Street
- 16- Parcel: 470046000, Zone: R-1, Address: 1100 Park Street
- 17- Parcel: 470047100, Zone: R-1, Address: 605 Davis Avenue
- 18- Parcel: 470047200, Zone: R-1, Address: 607 Davis Avenue
- 19- Parcel: 470047300, Zone: R-1, Address: 609 Davis Avenue
- 20- Parcel: 470047400, Zone: R-1, Address: 613 Davis Avenue
- 21- Parcel: 470011000, Zone: R-1, Address: 1023 Park Street
- 22- Parcel: 470045200, Zone: R-1, Address: 1012 Park Street
- 23- Parcel: 470045300, Zone: R-1, Address: 604 Davis Avenue
- 24- Parcel: 470045400, Zone: R-1, Address: 608 Davis Avenue
- 25- Parcel: 470045500, Zone: R-1, Address: 612 Davis Avenue
- 26- Parcel: 470045600, Zone: R-1, Address: 616 Davis Avenue
- 27- Parcel: 470012000, Zone: R-1, Address: 1007 Park Street
- 28- Parcel: 470045100, Zone: R-1, Address: 1010 Park Street
- 29- Parcel: 470013000, Zone: R-1, Address: 1005 Park Street
- 30- Parcel: 470044000, Zone: R-1, Address: 1006 Park Street
- 31- Parcel: 470014000, Zone: R-1, Address: 1003 Park Street
- 32- Parcel: 470043100, Zone: R-1, Address: 1002 Park Street
- 33- Parcel: 470015000, Zone: R-1, Address: 1001 Park Street
- 34- Parcel: 470043200, Zone: R-1, Address: 1000 Park Street
- 35- Parcel: 470043000, Zone: R-1, Address: 603 Watson Avenue
- 36- Parcel: 470042000, Zone: R-1, Address: 605 Watson Avenue
- 37- Parcel: 470041000, Zone: R-1, Address: 607 Watson Avenue
- 38- Parcel: 470040000, Zone: R-1, Address: 609 Watson Avenue
- 39- Parcel: 470016300, Zone: R-1, Address: 513 250 Bypass
- 40- Parcel: 470016200, Zone: R-1, Address: 517 250 Bypass
- 41- Parcel: 470016100, Zone: R-1, Address: 801 Park Street
- 42- Parcel: 470016000, Zone: R-1, Address: 801 Park Street
- 43- Parcel: 470023000, Zone: R-1, Address: 600 Watson Avenue
- 44- Parcel: 470024000, Zone: R-1, Address: 602 Watson Avenue
- 45- Parcel: 470024100, Zone: R-1, Address: 602 Watson Avenue
- 46- Parcel: 470025000, Zone: R-1, Address: 604 Watson Avenue
- 47- Parcel: 470026000, Zone: R-1, Address: 606 Watson Avenue
- 48- Parcel: 470027000, Zone: R-1, Address: 608 Watson Avenue
- 49- Parcel: 470028000, Zone: R-1, Address: 620 Watson Avenue
- 50- Parcel: 470017000, Zone: R-1, Address: 0 250 Bypass
- 51- Parcel: 470020100, Zone: R-1, Address: 502 Park Hill
- 52- Parcel: 470020100, Zone: R-1, Address: 505 Park Hill
- 53- Parcel: 470022000, Zone: R-1, Address: 809 Park Street
- 54- Parcel: 470021000, Zone: R-1, Address: 807 Park Street
- 55- Parcel: 470018100, Zone: R-1, Address: 501 Park Hill
- 56- Parcel: 470018000, Zone: R-1, Address: 503 Park Hill
- 57- Parcel: 470020000, Zone: R-1, Address: 810 Park Street
- 58- Parcel: 520003000, Zone: R-1, Address: 806 Park Street
- 59- Parcel: 520003000, Zone: R-1, Address: 806 Park Street
- 60- Parcel: 520004000, Zone: R-1, Address: 802 Park Street
- 61- Parcel: 520010000, Zone: R-1, Address: 606 250 Bypass
- 62- Parcel: 520049200, Zone: R-1, Address: 500 Park Hill
- 63- Parcel: 520049100, Zone: R-1, Address: 504 Park Hill
- 64- Parcel: 520049000, Zone: R-1, Address: 751 Park Street
- 65- Parcel: 520005000, Zone: R-1, Address: 800 Park Street
- 66- Parcel: 520006000, Zone: R-1, Address: 605 Lyons Avenue
- 67- Parcel: 450001000, Zone: R-1 with PPO Overlay, Address: 345 250 Bypass



MACAA Intergenerational Education Campus
Charlottesville, VA



P.U.D. Development Plan

Survey Plat -
Adjacent Property
Inventory

Component 1(b)

August 28, 2017

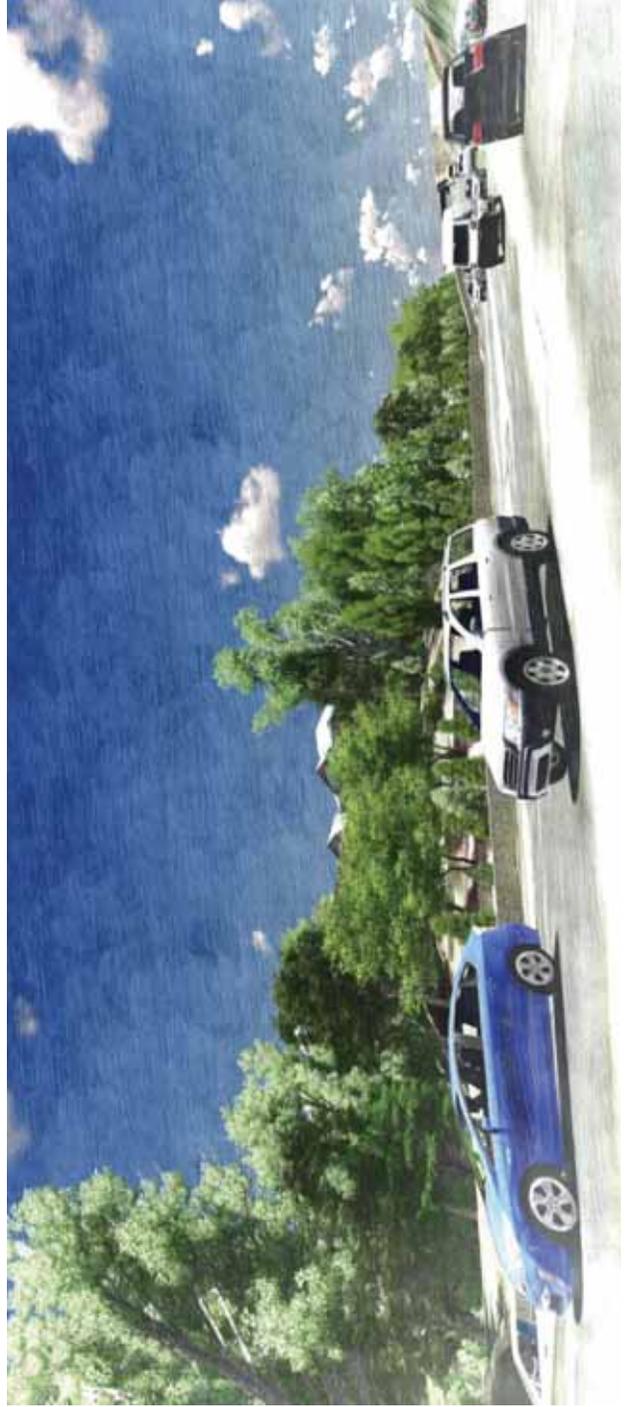


Development within the PUD Site will comply with Sec. 34-501(b)(1) of City Code and as such, will be harmonious with the character and regulations of the properties adjacent to and in the neighborhood of the PUD Site. All proposed buildings within 75 feet of the R-1 Zoning District shall comply with the building height restrictions of the R-1 Zoning District. (See Sheet N4)



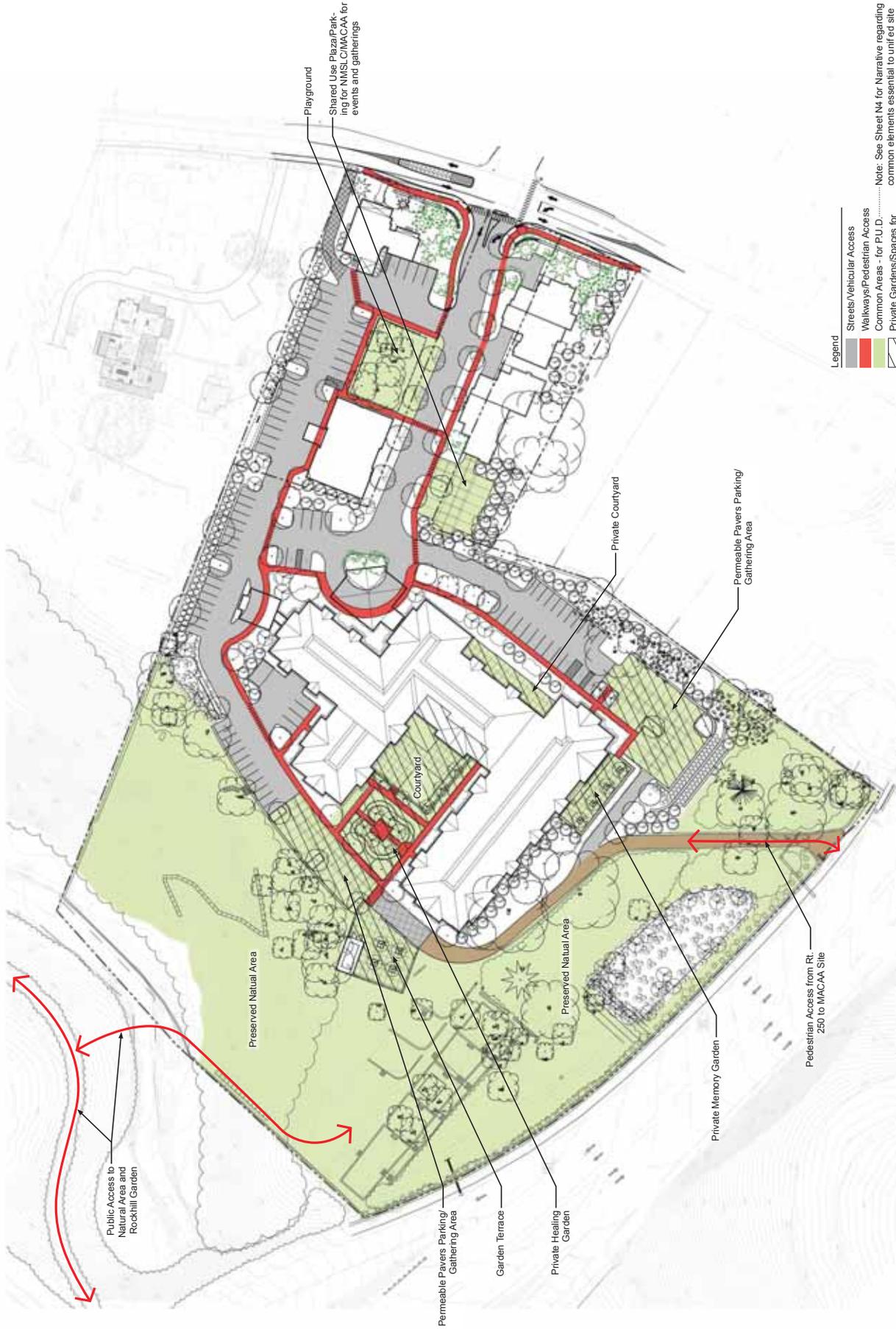


View of campus from Park Street showing existing vegetation and proposed screening



View of campus from Route 250 Eastbound showing existing vegetation and proposed screening

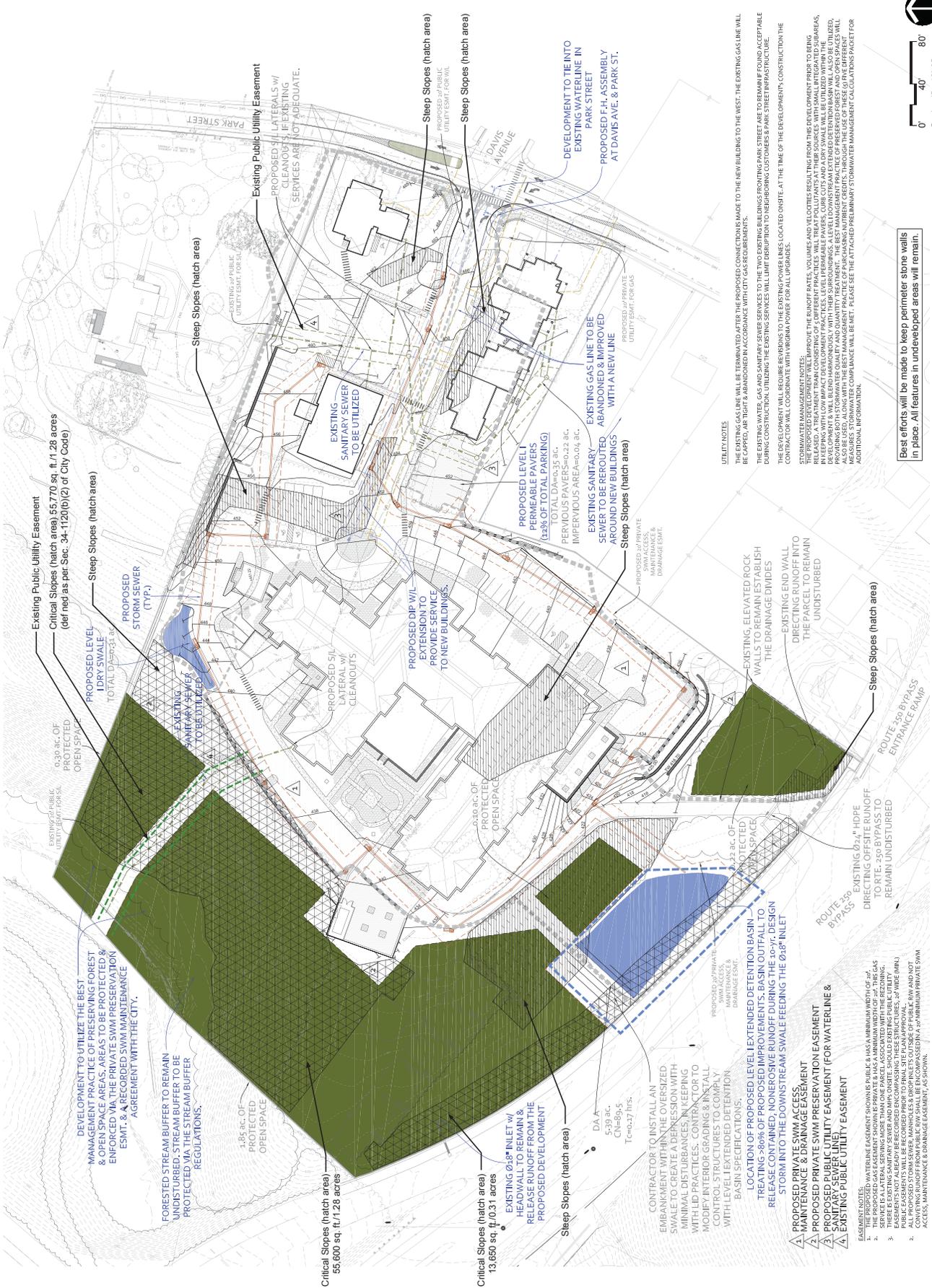




Playground
Shared Use Plaza/Park-
ing for NMSLC/MACAA for
events and gatherings

- Legend**
- Streets/Vehicular Access
 - Walkways/Pedestrian Access
 - Common Areas - for P.U.D.
 - Private Gardens/Spaces for NMSLC residents

Note: See Sheet N4 for Narrative regarding common elements essential to unified site design, Code Sec. 34-494.



UTILITY NOTES
THE EXISTING GAS LINE WILL BE TERMINATED AFTER THE PROPOSED CONNECTIONS MADE TO THE NEW BUILDING TO THE WEST. THE EXISTING GAS LINE WILL BE CAPPED, AIR TIGHT & ABANDONED IN ACCORDANCE WITH CITY GAS REQUIREMENTS.
THE EXISTING WATER, GAS AND SANITARY SEWER SERVICES TO THE EXISTING BUILDING FRONTING PARK STREET ARE TO REMAIN. SOUND ACCEPTABLE UTILITIES SHALL BE MAINTAINED AND REPAIRS TO BE MADE AS NECESSARY.
THE EXISTING PRIVATE SWM ACCESS, MAINTENANCE & DRAINAGE EASEMENT SHALL REMAIN. THE EXISTING PRIVATE SWM ACCESS, MAINTENANCE & DRAINAGE EASEMENT SHALL REMAIN. THE EXISTING PRIVATE SWM ACCESS, MAINTENANCE & DRAINAGE EASEMENT SHALL REMAIN. THE EXISTING PRIVATE SWM ACCESS, MAINTENANCE & DRAINAGE EASEMENT SHALL REMAIN.
STORMWATER MANAGEMENT NOTES:
THE PROPOSED DEVELOPMENT WILL IMPROVE THE RUNOFF RATES, VOLUMES AND VELOCITIES RESULTING FROM THIS DEVELOPMENT PRIOR TO BEING DEVELOPED. THE PROPOSED DEVELOPMENT WILL IMPROVE THE RUNOFF RATES, VOLUMES AND VELOCITIES RESULTING FROM THIS DEVELOPMENT PRIOR TO BEING DEVELOPED. THE PROPOSED DEVELOPMENT WILL IMPROVE THE RUNOFF RATES, VOLUMES AND VELOCITIES RESULTING FROM THIS DEVELOPMENT PRIOR TO BEING DEVELOPED.
DEVELOPMENT & WILL BE HARMONIOUSLY WITH THEIR SURROUNDINGS. A LEVEL DOWNSTREAM EXTENDED DETENTION BASIN WILL ALSO BE UTILIZED, ALSO BE USED, ALONG WITH THE BEST MANAGEMENT PRACTICE OF PURCHASING NUTRIENT CREDITS, THROUGH THE USE OF THESE (5) VE DIFFERENT MEASURES. STORMWATER COMPLIANCE WILL BE MET. PLEASE SEE THE ATTACHED PRELIMINARY STORMWATER MANAGEMENT CALCULATIONS PACKET FOR ADDITIONAL INFORMATION.



Best efforts will be made to keep perimeter stone walls in place. All features in undeveloped areas will remain.

DEVELOPMENT TO UTILIZE THE BEST MANAGEMENT PRACTICE OF PRESERVING FOREST TO REMAIN TO BE PRESERVED & MAINTAINED ENFERED VIA THE PRIVATE SWM PRESERVATION ESMIT, & RECORDED SWM MAINTENANCE AGREEMENT WITH THE CITY.
FORESTED STREAM BUFFER TO REMAIN UNDISTURBED. STREAM BUFFER TO BE PROTECTED VIA THE STREAM BUFFER REGULATIONS.
13,85 ac. OF PROTECTED OPEN SPACE

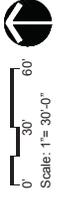
Critical Slopes (hatch area)
55,600 sq. ft./1.28 acres

Critical Slopes (hatch area)
13,660 sq. ft./0.31 acres

CONTRACTOR TO INSTALL AN EMBANKMENT WITHIN THE OVERSIZED SWALE TO CREATE A DEPRESSION WITH MINIMAL DISTURBANCES IN KEEPING WITH LD PRACTICES. CONTRACTOR TO MODIFY INTERIOR GRADING & INSTALL CONTROL STRUCTURES TO COMPLY WITH LEVEL EXTENDED DETENTION BASIN SPECIFICATIONS.
LOCATION OF PROPOSED LEVEL EXTENDED DETENTION BASIN TREATING >90% OF PROPOSED IMPROVEMENTS. BASIN OUTFALL TO RELEASE CONTAINED, NONEROSIVE RUNOFF DURING THE 10-YR. DESIGN STORM INTO THE DOWNSTREAM SWALE FEEDING THE 0.18\"/>

- 1. MAINTENANCE & DRAINAGE EASEMENT
- 2. PROPOSED PRIVATE SWM PRESERVATION EASEMENT
- 3. EXISTING PUBLIC UTILITY EASEMENT (FOR WATERLINE & SANITARY SEWER)
- 4. EXISTING PUBLIC UTILITY EASEMENT

EASEMENT NOTES
1. THE PROPOSED WATERLINE EASEMENT SHOWN IS PUBLIC & HAS A MINIMUM WIDTH OF 30'.
2. THE PROPOSED GAS EASEMENT SHOWN IS PRIVATE & HAS A MINIMUM WIDTH OF 30'.
3. THERE ARE EXISTING SANITARY SEWER AND WATER LINES. SHOULD EXISTING PUBLIC UTILITY EASEMENTS BE RECORDED PRIOR TO FINAL SITE PLAN APPROVALS. (SEE WIDE MIN.)
4. ALL PROPOSED STORM SEWER, MANHOLES & DRAINAGE STRUCTURES OUTSIDE OF PUBLIC SWM AND NOT IN PUBLIC SWM ARE TO BE MAINTAINED BY THE DEVELOPER. (SEE SECTION 7.4 OF MINIMUM PRIVATE SWM ACCESS, MAINTENANCE & DRAINAGE EASEMENT, AS SHOWN.)





MACAA Intergenerational Education Campus
Charlottesville, VA

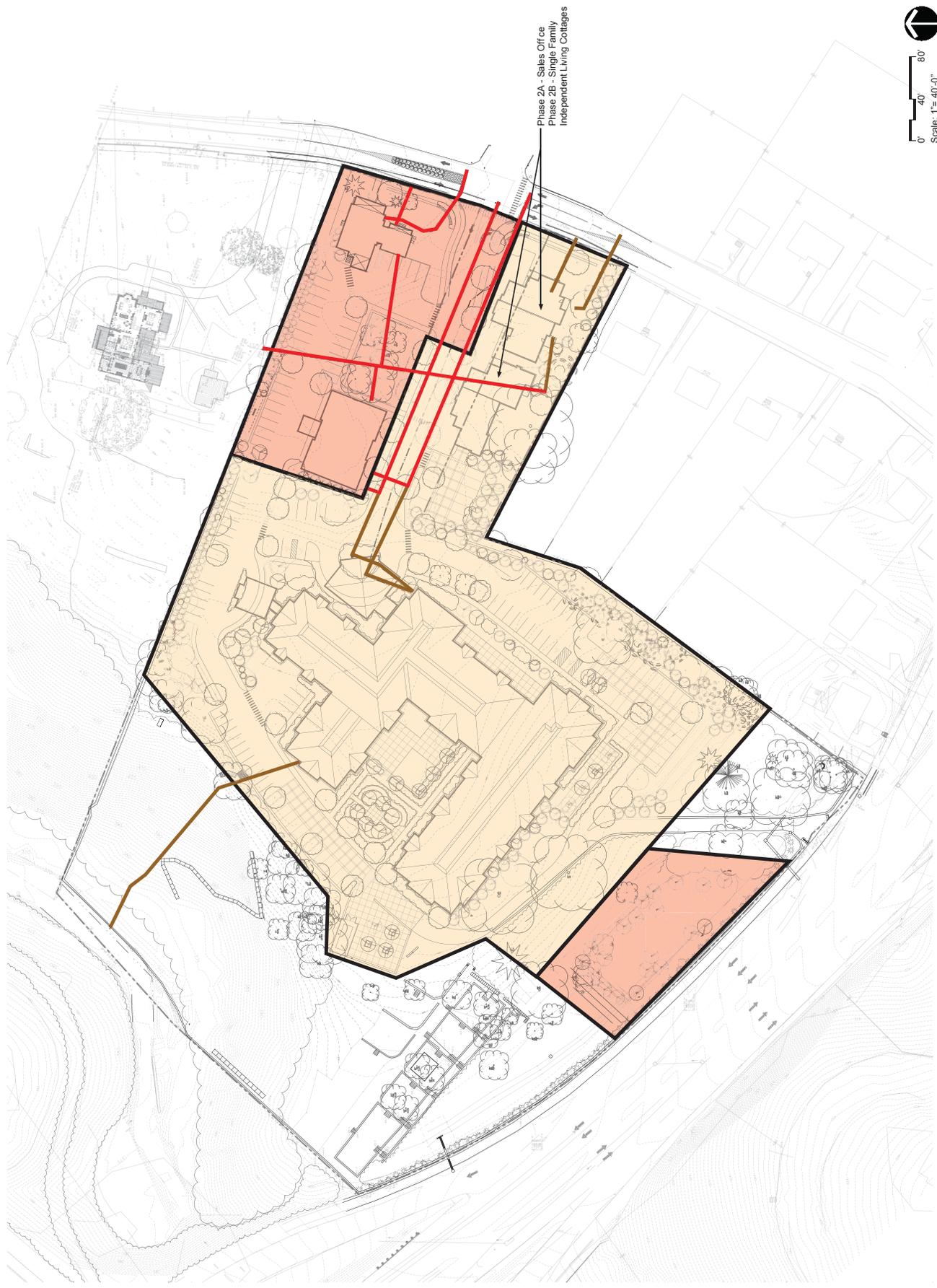


P.U.D. Development Plan

Infrastructure -
Phasing Plan

Component 3(e)

August 28, 2017





View of existing classroom and playground



Existing classroom building



Abandoned entrance at Rt. 250



View of existing parking looking west



South edge of Macasa Drive



Macasa Drive



View of classrooms and playground



Abandoned entrance



View from Rt. 250



View from Rt. 250 at property line



MACAA Intergenerational Education Campus
Charlottesville, VA

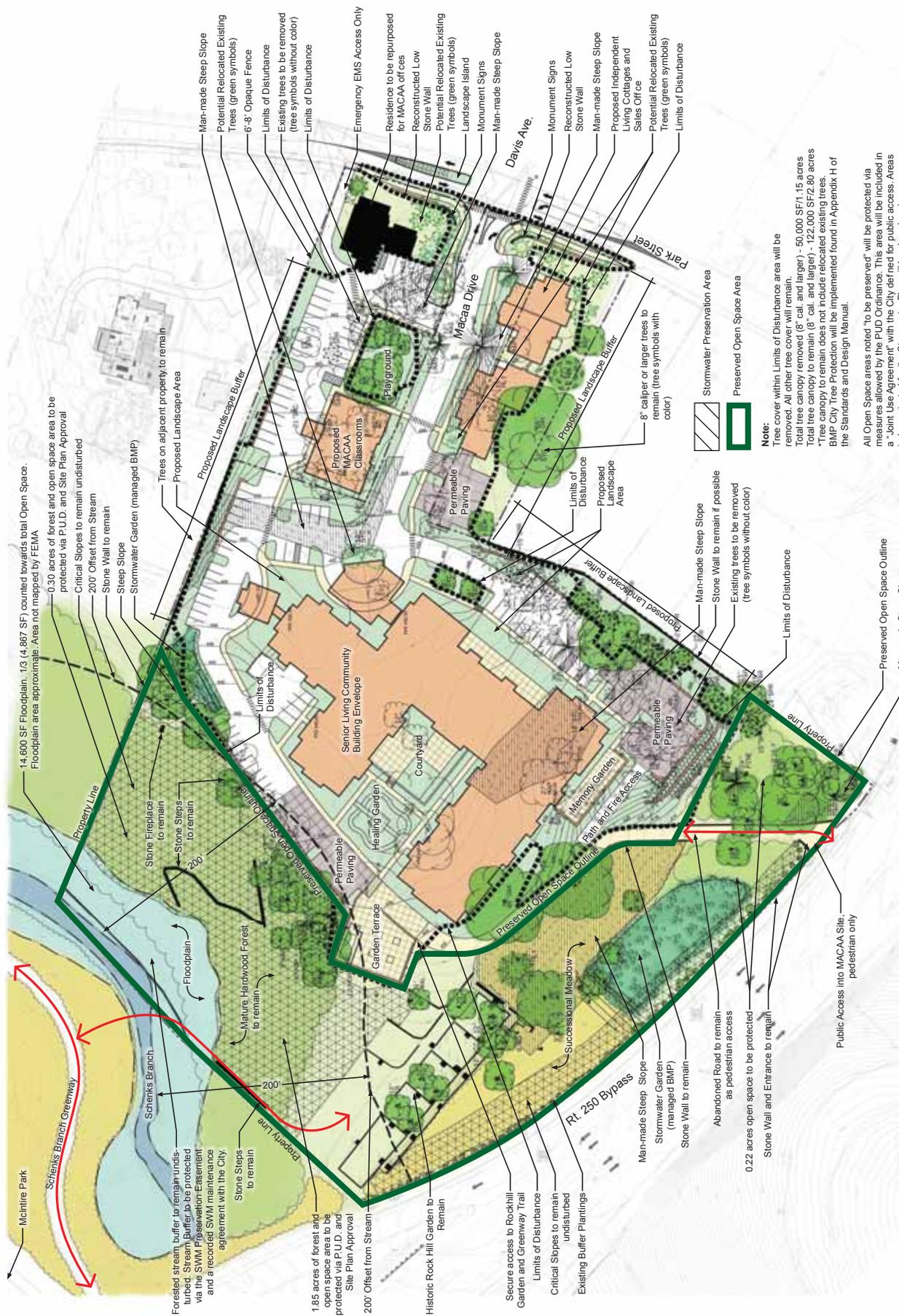


P.U.D. Development Plan

Infrastructure -
Site Photographs

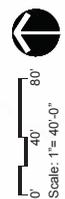
Component 3(g)

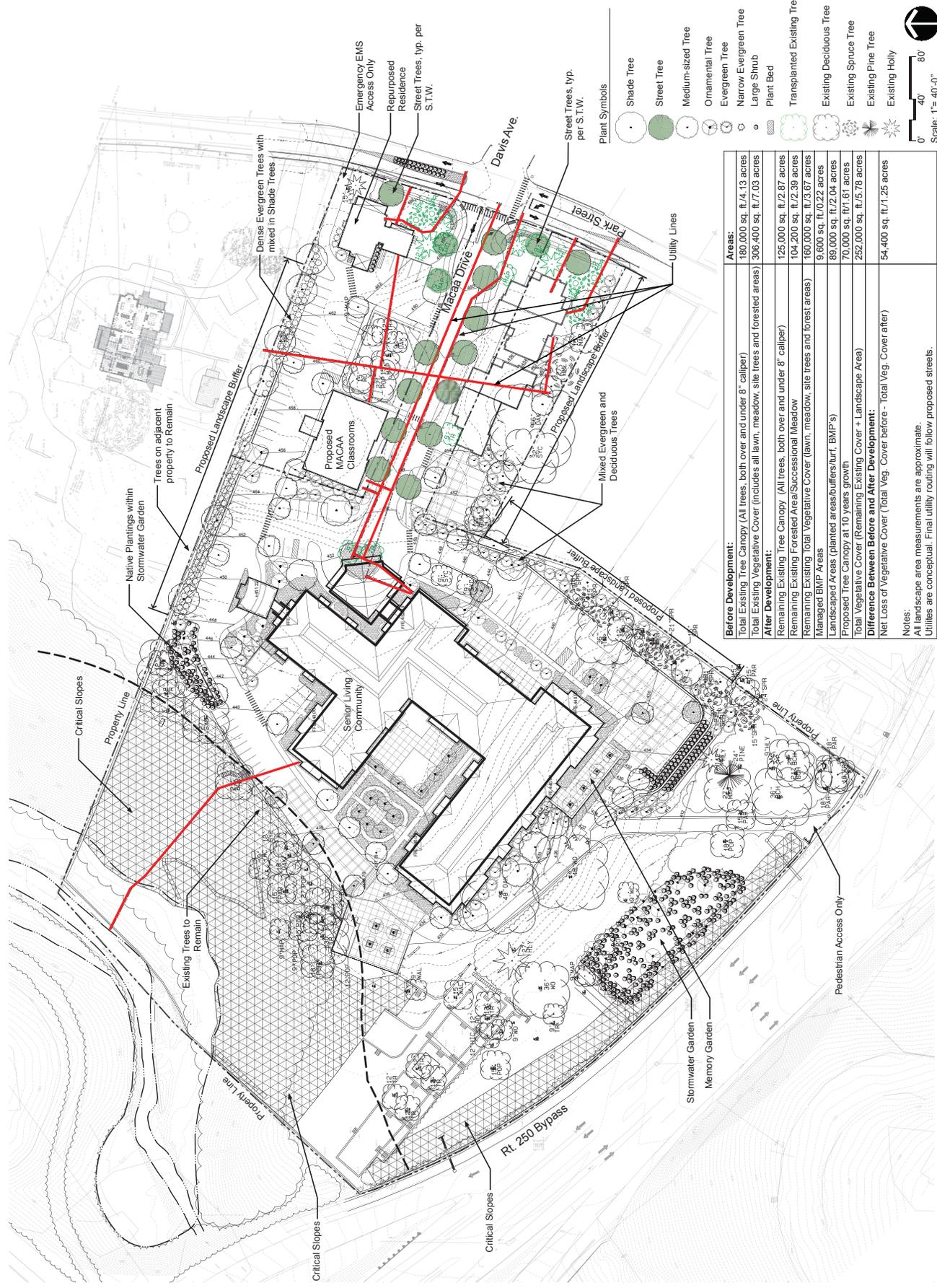
August 28, 2017



Note:
Tree cover within Limits of Disturbance area will be removed. All other tree cover will remain.
Total tree canopy removed (6" cal. and larger) - 50,000 SF/1.15 acres
Total tree canopy to remain (6" cal. and larger) - 122,000 SF/2.80 acres
* Tree canopy to remain does not include relocated existing trees.
** City Tree Protection will be implemented found in Appendix H of the Standards and Design Manual.

All Open Space areas noted "to be preserved" will be protected via measures allowed by the PUD Ordinance. This area will be included in a "Joint Use Agreement" with the City defined for public access. Areas to be protected for the Stormwater Plan will be placed under conservation easement meeting City Stormwater Ordinance requirements.

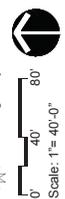




Areas:	Before Development:	After Development:
Total Existing Tree Canopy (All trees, both over and under 8" caliper)	180,000 sq. ft./4.13 acres	125,000 sq. ft./2.87 acres
Total Existing Vegetative Cover (includes all lawn, meadow, site trees and forested areas)	306,400 sq. ft./7.03 acres	104,200 sq. ft./2.39 acres
Remaining Existing Tree Canopy (All trees, both over and under 8" caliper)	180,000 sq. ft./4.13 acres	160,000 sq. ft./3.67 acres
Remaining Existing Forested Area/Successional Meadow	9,600 sq. ft./0.22 acres	9,600 sq. ft./0.22 acres
Managed BMP Areas	89,000 sq. ft./2.04 acres	89,000 sq. ft./2.04 acres
Landscaped Areas (planted areas/buffers/hurt. BMP's)	70,000 sq. ft./1.61 acres	70,000 sq. ft./1.61 acres
Proposed Tree Canopy at 10 years growth	252,000 sq. ft./5.78 acres	252,000 sq. ft./5.78 acres
Total Vegetative Cover (Remaining Existing Cover + Landscape Area)	54,400 sq. ft./1.25 acres	54,400 sq. ft./1.25 acres
Difference Between Before and After Development:		
Net Loss of Vegetative Cover (Total Veg. Cover before - Total Veg. Cover after)		

Notes:
All landscape area measurements are approximate.
Utilities are conceptual. Final utility routing will follow proposed streets.

- Plant Symbols
- Shade Tree
 - Street Tree
 - Medium-sized Tree
 - Ornamental Tree
 - Evergreen Tree
 - Narrow Evergreen Tree
 - Large Shrub
 - Plant Bed
 - Transplanted Existing Tree
 - Existing Deciduous Tree
 - Existing Spruce Tree
 - Existing Pine Tree
 - Existing Holly



A. PROJECT DEVELOPMENT OVERVIEW, BACKGROUND AND CONTEXT

B. CITY OF CHARLOTTESVILLE REZONING APPLICATION CHECKLIST

- SECTION 34-157.0(b)(2): Narrative Statement; Applicant's Analysis of Conformity with the Comprehensive Plan
- SECTION 34-157.0(d)(1): Narrative Statement Identifying and discussing any potential adverse impacts, as well as any measures included within the development plan, to mitigate those impacts.
- SECTION 34-159.0(b): Compliance with the Zoning Ordinance
- PUD Ordinance Checklist and Narrative
- Other pertinent information for the proposed project. Supplemental Project Information
 - Proposed Building Architectural Massing and Design Guidelines
 - NSLSC Senior Living Community Building
 - Park Street Traffic Impact Analysis
 - Project Stormwater Management Narrative and Calculations
 - Typical Senior Housing Units Exhibit
 - Project Site History and Land Use
 - Locust Grove Neighborhood History - Background
- Completed Puffer Statement - No Additional Specific Proffers are provided other than the PUD Application Proposal itself.

A. PROPOSED PUD REZONING DEVELOPMENT OVERVIEW, BACKGROUND AND CONTEXT

SUMMARY OVERVIEW

The proposed PUD rezoning involves three parcels located on Park Street immediately north of the 250 Bypass intersection with Park Street. The primary parcel (1025 Park Street) is approximately 7.63 acres and is zoned R1 with a special use permit to operate as a school, and is located on the Monticello Area Community Action Agency (MACAA) as its program administrative headquarters and the location for five Head Start classrooms. Note that the total area of the parcels is 21.16 acres, which includes the adjacent parcel (1023 Park Street) and the adjacent parcel (1021 Park Street) as well as the parcels to the east of the parcels (1025 Park Street) and (1023 Park Street) along the VDOT construction of the Warner Parkway and associated ramp improvements.

The second parcel (1021 Park Street) is an existing residential property zoned R1 and is known as the "Stone House." MACAA was able to acquire the property, which is approximately 2.06 acres, in 2016 as a part of a proposed redevelopment plan. The parcel is immediately adjacent and north of MACAA's entrance area from Park Street.

The third parcel is a residential property (1023 Park Street) of approximately .492 acres with a small house on Park Street and adjacent to the south of the existing MACAA entrance road.

Together the parcels total 9.02 acres and are adjacent to the Warner Parkway to the west, the 250 Bypass on the south, and residential neighborhoods on the north and east sides of the site.

MACAA has partnered with New Millennium Senior Living Communities of Roanoke, Virginia (NSLSC) and proposes to provide significant new senior living housing opportunities through NSLSC and new administrative and Head Start school facilities for MACAA. The adjacent facilities will provide seniors and young children with intergenerational contact and program opportunities on a routine basis, and needed senior housing and care services within the Downtown Charlottesville community, and provide much-needed, new facilities and financial stability to one of the Community's most important organizations serving low-income children and families.

In addition, the proposed project will provide the City of Charlottesville with significant new tax revenues and employment opportunities and will resolve current safety and alignment issues at the Park Street/MACAA Drive intersection. It will also serve to protect significant historic landscape features from future development and enable appropriate preservation of the community through a comparative approach with City of Charlottesville Parks and Recreation Department.

PROJECT BACKGROUND

Approximately two years ago, MACAA (Monticello Area Community Action Agency) began a process to evaluate its large parcel of land on Park Street, with the intent of restoring its financial stability and securing the future of its programs and services to the communities it serves. MACAA's existing classrooms and facilities are in dire need of replacement as soon as is practically possible, and it faces significant financial pressures operationally.

MACAA engaged professional development and design consultants to look at alternative scenarios that would accomplish its goals and, as importantly, would respect and maintain the character and history of this important site and place in the community both in terms of land use and its proximity and connection to the Charlottesville Downtown and surrounding neighborhoods. Careful exploration of the R-1 zoned site and the "by-right" development potentials were seen as the most viable options for the site. The site is located on the east side of the community and the west side of the "by-right" residential density would create a viable, feasible, "by-right" development at the site that would require significant adverse impacts on the site with respect to grading much of the tree cover, history, character, and visual impact of the site with respect to the adjacent Warner Parkway and McIntire Park, and likely adverse traffic impacts to the Davis Avenue entrance. In addition, the site development costs and market realities of a "by-right" development prior to the rezoning would be significantly higher than the costs of rezoning, along with the adverse land development and community impacts, led to an intense search for alternative options.

After significant additional efforts to find alternatives, MACAA was fortunate to find a partner and use for the site that would meet the goals of MACAA's long-term financial and facilities needs along with an appropriate use for the site that would be consistent with the community's vision for the site. The rezoning would allow for the development of a senior housing project (a "residential unit" within the context of the senior living community is typically one or two bedrooms and small adjacent support areas) and will be a mix of active senior, assisted living and memory care units. The project will also have four age-restricted (62+), affordable housing units. Within this context, the fact that these "units" are not "family" units and serve individuals or couples, and the operational metrics of the community with regard to such as trash pickup makes this a much lower impact with respect to comparable family home density zoning impact metrics. This proposed alternative, while adding residential density, does minimal damage to the existing fabric of the site with low impacts to the adjacent neighborhood, traffic on Park Street, and perhaps, most importantly, provides an opportunity for a vibrant and exciting synergy with and for MACAA and its programs and the senior living community.

The proposed projects will allow children from the Head Start program as well as from Project Discovery and seniors to share experiences and enrich each other's lives. The proposed project will provide significant independent living and would provide almost all of the existing history, landscaping, topography, and character of the site, provide employment opportunities, directly add significant new tax revenues to support City programs, and improve existing safety of the Davis Avenue/MACAA entrance road with minimum requirements for additional City services for seniors, transit, and other services. The proposed project will provide the new structures to be developed on the existing center parking lot and over the existing building footprints on the site, thus preserving much of the perimeter tree cover and historic fabric in a manner that is contained and reduces the overall visual impact of the project with respect to the surrounding City, park, and parkway.

The proposed plan provides for MACAA to move its executive offices to the existing Stone House, thus preserving this residential property virtually "as is" on the site. The new school structure will be at an appropriate scale and residential character and will be located at the rear of the existing Stone House property. The preservation of the Stone House and the existing residential character of the adjacent residential neighbor and will be heavily screened to buffer the impacts on the adjacent parkway.

The MACAA intergenerational education campus has the opportunity to bring together children and seniors in purposeful and mutually-beneficial activities that enhance the quality of life for all participants while also providing opportunities for social interaction and enrichment. The project will provide a safe and secure environment for seniors to enjoy reading, singing, playing instruments, gymastics, etc.), show and tell, board and WII games, storytelling, crafts, cooking, shared community service projects, holiday and birthday celebrations, reading clubs, pen-pals, sharing meals together, or just general interaction and conversation. Both the Boy and Girl Scouts also visit RUI communities on a regular basis for activities, projects, or community service.

The operator of the senior living community will be Retirement Unlimited, Inc. (RUI). RUI communities currently have a variety of amenities including swimming pools, tennis courts, golf courses, fitness centers, and a variety of other amenities including reading, singing, playing instruments, gymastics, etc.), show and tell, board and WII games, storytelling, crafts, cooking, shared community service projects, holiday and birthday celebrations, reading clubs, pen-pals, sharing meals together, or just general interaction and conversation. Both the Boy and Girl Scouts also visit RUI communities on a regular basis for activities, projects, or community service.

BACKGROUND INFORMATION FOR NSLSC AND RUI

NSLSC (New Millennium Senior Living Communities ("NSLSC")) is a leading developer of senior housing, independent living, assisted living, and senior nursing properties in the Mid-Atlantic and Southeast regions of the United States. NSLSC has a long history of providing high-quality, affordable senior housing and care services in the region, and regional operating partners, delivers best-in-class services to the residents of these communities and their families.

NSLSC is able to leverage more than 140 combined years of experience in real estate development, acquisitions, project financing, and operations management across a broad range of real estate disciplines including healthcare, senior housing, multifamily, residential, institutional, industrial, multi-family, and office.

RUI (Retirement Unlimited, Inc. ("RUI")) is a Roanoke, Virginia based senior housing, independent living, and assisted living community management company founded in 1984, currently managing seven retirement and assisted living communities throughout Virginia. RUI is a second-generation, family-owned and operated business that has been successful in providing high-quality, affordable senior housing and care services in the region, and regional operating partners, delivers best-in-class services to the residents of these communities and their families. RUI's philosophy and vision are to deliver a lifestyle that our residents have earned and deserve-placing our emphasis on integrity in everything we do, attention to detail, respect and value of individuality, and, finally, genuine care and concern for the well-being of our residents and their families. RUI currently manages a total of 809 units, with communities ranging in size from 12 units up to 161 units with four of the communities providing specialized programming in secure settings for memory care services.

RUI's services are provided on a monthly rental basis, with no large, upfront endowment or entrance fees. For independent living residents, the all-inclusive rental rate provides numerous amenities and services, including both casual and formal dining, housekeeping, transportation, and other services. For assisted living residents, the all-inclusive rental rate provides all-inclusive care services, including 24-hour nursing care, medication management, and a variety of activities designed to meet every resident's emotional, social, physical, spiritual, and intellectual needs. Our independent living residents have the peace of mind knowing our building is staffed 24 hours per day, 7 hours per day, 365 days per year, and with our emergency call system, assistance is available around the clock.

For assisted living residents, the all-inclusive rental rate includes the above, as well as all meals with a choice of menus, and personal care with activities of daily living and medication management based upon individual assessed needs. RUI's Inspiritas program is specifically designed for those with cognitive impairment or dementia. The Inspiritas areas are secured for resident safety yet offer beautiful, landscaped grounds to stimulate the senses and to encourage social interactions, yoga and chair exercise, technology, and cognitive stimulation through brain fitness and fitness center opportunities.

Providing for a continuum of care within the building allows us to maximize the independence of our residents by providing them with the most appropriate level of care they need when they need it. Also, couples in which each spouse has different care needs are able to live in close proximity to one another to maintain the needed support, care, and connection with the other spouse.

Through RUI's Life Enrichment programs, the entire staff work together to ensure each resident receives compassionate care to meet higher emotional, social, physical, spiritual, and cognitive needs. Programs are provided throughout the day and evenings, as well as on weekends. To encourage lifelong learning, RUI University also provides short-course classes for those looking for additional educational opportunities (see attached sample calendar). RUI University is in the process of becoming certified as a host location for the Older Learning Learning Institute (OLLI) curriculum.

The interior of the building will have well-appointed common areas throughout the building including a wellness spa, theater, library, pub/cafe, activity rooms, fitness gym, multiple dining venues, private dining room, education room, wellness center/dance studio and movie theater, to name a few.

BACKGROUND INFORMATION FOR MACAA

Monticello Area Community Action Agency (MACAA) was founded in 1965 and has led the effort to eradicate poverty and improve the lives of people with low income in Central Virginia. Serving the City of Charlottesville and the counties of Albemarle, Fluvanna, Louisa, and Nelson, MACAA provides a range of services and support to families of low income. As part of the services it offers, MACAA administers a Head Start school program within the City of Charlottesville and the counties it serves, providing early childhood education to 215 children across its service area, 80 of which are served at the Park Street location.

Head Start provides a comprehensive, early childhood development program for three- and four-year-old children from families in the greatest need. Head Start children participate in a wide range of educational activities designed to enhance school readiness. In addition, Head Start Family Advocates provide case management support, assist parents in accessing social services needs, and help parents obtain family management and parenting skills and reach self-determined goals.

Hope House offers housing and intensive case management for families facing homelessness in the community. The program provides a safe and secure environment for the family, including financial counseling, employment assistance, case management, and other services. The program also provides a safe and secure environment for the family, including financial counseling, employment assistance, case management, and other services. The program also provides a safe and secure environment for the family, including financial counseling, employment assistance, case management, and other services.

Project Discovery promotes academic achievement as a means of propelling high school students from low-income backgrounds to college education. Students receive assistance with completing college applications, locating and applying for financial aid, planning for their careers, and preparing to excel academically and socially beyond high school. One goal for the Project Discovery is to identify mentors in the community for the students in the program.

Rural Outreach has offices in Fluvanna, Louisa, and Nelson counties and provides emergency assistance to families by offering food, clothing, and financial resources to cover rent and utility costs. Each site director assesses a client's needs and links them to other resources in the region to help meet their longer-term needs. The Fluvanna office operates a thrift shop as well as a large food bank in cooperation with the Fluvanna Christian Aid Society.

Additional information on MACAA can be found on their website at www.MACAA.org



MACAA Intergenerational Education Campus

Charlottesville, VA



PUD Development Plan

Narrative Statement and Zoning Compliance

NI

August 28, 2017

B. CITY OF CHARLOTTESVILLE REZONING APPLICATION SUPPORT DOCUMENTS

The Applicant has met with the City several times, including the required Pre-Application Meeting, and the City of Charlottesville has identified the following sections of the City Zoning Ordinance Section 34 that apply to this project. The following documents and information are provided to meet these requirements for the application.

1. SECTION 34-157(a)(2): Narrative Statement: Applicant's Analysis of Conformity with the Comprehensive Plan

The City of Charlottesville Comprehensive Plan of 2013 identifies 7 areas of guidance with respect to new development and rezoning projects within the City and include the following:

- CP Goal 1 – Land Use
- CP Goal 2 – Community Facilities
- CP Goal 3 – Economic Sustainability
- CP Goal 4 – Environment
- CP Goal 5 – Transportation
- CP Goal 6 – Urban Design and Historic Preservation

The proposed Project meets these goals of the Comprehensive Plan as follows:

CP Goal 1 – Land Use.
General Comments - The existing MACAA Site and the adjacent and included parcels with this PUD application combined are one of the largest undeveloped parcels in the Central Downtown and adjacent Locust Grove and North Downtown neighborhoods. The proposed Project will provide a new, multi-use, multi-story building that will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

As such, the site is physically isolated, and there is little connection, visually or directly, between the adjacent neighborhood and the MACAA parcel except the existing entrance drive off Park Street. The original 1826 Rock Hill estate home burned in 1983, and the large corner portion of the site is now a large parking lot with the existing remarkable south and west steep slopes, the historic gardens and landscaping along the 250 Bypass and Warner Parkway borders, and its significant setback from Park Street separating it from the Locust Grove neighborhood and Park Street.

Goal 1 - Sense of Place. Rather than creating an isolated and disconnected extension of the adjacent residential neighborhood, the proposed Project will connect and reconnect the site to the surrounding neighborhood and the city. The proposed Project will have direct, unobstructed connections between the senior living and children's school areas and create a distinctive sense of place while achieving the "highest and best use" of the land within the bounds of an economically/usable project. While additional residential density beyond the "H" by right zoning is necessary, the proposed Project will be a multi-use, multi-story building that can be combined and consolidated into a building footprint that does not create a significant negative impact to the valuable character and attributes of the site. The proposed 141 residential units are not single-family homes in the context of typical residential zoning, but are effectively single- or double-family units as they are located on a large lot with a four-acre site. The proposed Project will be a multi-story residential units are being used to provide a mix of housing options within the City of Charlottesville. Examples of this type of living unit configurations proposed are included in Supplemental Information, attached.

Goal 2 - Mixed Use: The proposed Project creates needed housing for seniors, community-accessible walking trails to the downtown, and supports uses for the MACAA program consistent and appropriate for the size of the site and preservation of existing site attributes.

Goal 3 - Public Space: The proposed Project will provide enhanced, wooded, areas adjacent to the Warner Parkway and 250 Bypass, will explore public access to the historic gardens and adjacent landscape areas, and will create a public open space at the Davis Avenue entrance for scheduled community events and gathering with previous paving hardscapes and other amenities. The Project creates opportunities for employment centers and diverse employment opportunities for the City.

Goal 4 - Regional Cooperation: The proposed Project provides senior housing opportunities to community citizens on a regional basis so that they can remain in their local and regional community with access to family and familiar community resources. The essence of the MACAA program is to support regional well-being and cooperation for the benefit of all residents in the future. In addition, it is RUI's desire to work with the University of Virginia on its lifelong learning and OLLI programs.

Goal 5 - Innovation: The planned intergenerational connection between seniors and young children in the Head Start action will have on older adults. The building design responses existing topography and previous impacts resulting in preservation of much of the existing landscape areas and cultural landscape features.

CP Goal 2 – Community Facilities

Goal 1 - Fire Department, Goal 2 - Emergency Rescue, Goal 3 - Police Department: The proposed Project will conform to all applicable the codes and regulations and will provide appropriate primary and secondary emergency egress and evacuation routes. The proposed facilities are fully assessed and will comply with all applicable codes and regulations as well as those required by applicable federal, state, and local agencies, which regulate these respective facilities as well as normal best practices for indoor and outdoor security and safety. Emergency access points of entry and egress are proposed with the primary at the Park Street entrance and secondary at the back entrance. A backup access point adjacent to the Store House along its existing driveway to Park Street with accessible bollards.

Goal 4 - Solid Waste: The proposed Project will actively participate in and encourage recycling and will use all local solid waste, and recycling programs.

Goal 5 - Water Infrastructure: The Project proposes to use City of Charlottesville domestic water infrastructure for drinking water.

Goal 6 - Wastewater Infrastructure: Public sanitary sewer infrastructure connections are proposed for the project. Storm water management is proposed to be handled onsite with the creation of an onsite storm water management collector small lake structure was located adjacent to the 250 Bypass and the historic gardens.

Goals 7, 8, 9, 10 - Parks and Recreation (Biodiversity and Expansion), Recreational Uses, and Best Practices: The proposed Project plans to engage with the existing Warner Parkway trail system and explore connections to Monticue Park and will develop appropriate interconnections with Parks and Recreation Department to achieve these goals.

Goal 11 - Parks and Recreation Trails: We will work with the City Parks and Recreation Department and will enter into a mutually-agreeable program to access the historic gardens and its property adjoining Monticue Park consistent with project security, and to create additional trails for use by residents of the public. Public pedestrian access to the historic gardens will be facilitated through the existing former access drive off of the 250 Bypass ramp, which is now designated as a pedestrian walkway and entrance.

Goal 12 - Parks and Recreation Environment: We will work with the Parks and Recreation Department to evaluate and maintain the entire site environment consistent with the City's current plans for removal of invasive plants, will area preservation on the critical slopes and wooded areas, and other collaborative measures with the City to ensure that the environmental attributes of the site and adjacent impacts are preserved and maintained.

Goal 13 - Parks and Recreation Access: In working with the Parks and Recreation Department on a potential access program, we will work with them to provide accessible [ADA compliant] access where possible with a mutually-agreeable security and access plan that provides appropriate public access and security for residents, children, and staff of the proposed project.

Goal 14 - Parks and Recreation Programs: Both MACAA and NMSLC are enthusiastic about working with the City and Parks and Recreation on the development of collaborative programs that would enrich the residents of the project as well as MACAA programs and children in either a leadership or supportive role. NMSLC has both the intent and the ability to support the City's programs. NMSLC and RUI have a history of doing this in their other locations.

Goal 15 - Educational Institutions: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

Goal 16 - Public Buildings: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

Goal 17 - Public Buildings: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

Goal 18 - Public Buildings: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

Goal 19 - Public Buildings: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

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Goal 29 - Public Buildings: The proposed MACAA school facility will be providing critically-important classroom and support facilities for their community-based educational work and mission. NMSLC is also committed to the City of Charlottesville as a component of its operations. NMSLC and MACAA support the development and enhancement of the City's programs and capital improvements through the careful allocation of these new financial resources available to the City.

CP Goal 4 - Environment

Goals 1 & 2 - Urban Landscape and Habitat Enhancement: As we have outlined in prior sections, one of our foremost goals is the preservation of the existing woodlands, habitat, natural features, and the historic gardens of the site. The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 3 - Urban Habitat and Greenpace Interconnections: Our proposed development plan for the site focuses on the preservation of the existing woodlands, habitat, natural features, and the historic gardens of the site. The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 4 - Water Resources Protection: Our proposed project includes provisions for a new, private, storm water management system. The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 5 & 6 - Sustainable Development and Resource Efficiency: The developer and building-design team will explore water conservation and water-reduction strategies on the site and in the design of the buildings and operational considerations including overall life-cycle operating efficiencies and costs.

Goal 7 & 8 - Water Conservation and Waste Reduction: The developer will implement appropriate current water-conservation and water-reduction strategies on the site and in the design of the buildings and operational considerations including overall life-cycle operating efficiencies and costs.

CP Goal 5 - Housing

Goal 1, 2 & 3 - Consider the Impact of Housing on City Goals and Maintain, Improve and Grow the City's Housing Stock: The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 4 - Funding Initiatives: One of the important economic impacts of the proposed development plan and rezoning is the ability of the City to receive a significant additional tax and other revenues from the project, which are now unavailable since MACAA is a 501(c)(3) organization. The additional revenues to the City are more than \$400,000 per year. The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 5 & 6 - Partnerships and Incentives: MACAA and NMSLC are supportive of and interested in partnering and supporting City and other efforts to enhance housing alternatives within the City.

Goal 7 - Design Options/Unrestricted Housing Needs: The design of a feasible project on the existing site while providing a much-needed and valuable response to the needs of seniors who need quality options for retirement housing and care within the City. The addition of four age-restricted (82+), affordable residential housing units adds to the availability of mixed-use housing options and complies with the goals of the comprehensive plan. As noted above, the development of this project would provide significant potential for additional, ongoing resources to fund the development of other mixed-use projects within the City.

Goal 8 - Sustainability Principles: As we have outlined earlier, MACAA is fundamentally engaged in its mission and work to provide and support low-income families in finding and creating housing options in the City. MACAA has concluded that its ability to continue to provide existing services and potentially to expand supportive services can only be accomplished by the sale of its land to NMSLC and the development of this intergenerational education campus.

Upon consideration of the goal of creating additional housing density where appropriate in Section 8.3, we believe that the proposed NMSLC/MACAA development is an appropriate and important opportunity for the City and that the City supports the increased density we seek in the PUD application. This applies to employment opportunities and other benefits to the significant benefit of the City and with minimal to no additional costs for services, streets, and other City costs.

CP Goal 6 - Transportation

Goal 1 - Complete Streets: The proposed project, while requiring security and safety for its residents, will provide bicycle pathways and walking trails where appropriate and will be included in the project's detailed site plan submission. We are exploring options with City Parks and Recreation to provide appropriate pedestrian public access to the historic and cultural resources on the property particularly along the Warner Parkway Trail, pedestrian connections to the trail and the historic gardens of the site. The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 2 - Safe Routes to School: The proposed Project will be located on the hillywooded slopes on the west side, which connects directly to the new Warner Parkway, the John Warner Parkway, the Shenks Branch Creek, and Monticue Park on the other side of the Parkway. The lower southern portion of the site has the remains of the historic gardens of the Rock Hill Estate, and the 250 Bypass, which is a significant divide between the historic and modern parts of the city. The proposed Project will be located on the east side of the site, adjacent to the rear edges, effectively buffering that edge from the existing MACAA site. The north edge of the site is adjacent to the existing single-family residence known as the "Stene House" and one very large and recently renovated, residential property on a large lot immediately adjacent to the lower boundary of the north edge of the site.

Goal 3 - Narrative: The proposed project will address significant safety and traffic-flow problems at the intersection of Davis Avenue and Park Street as well as the adjacent Davis Avenue neighborhood connection intersection with Park Street.

All street, sidewalk, pathways, and trails (where appropriate) will conform to current ADA standards as well as approved VDOT design standards.

N2

August 28, 2017



MACAA Intergenerational Education Campus

Charlottesville, VA

We appreciate your attention to this matter. Please contact us at (804) 317-1168 if you have any questions or need clarification.

Barney Kemp Associates, Inc.
 1000 E. Jefferson Street, Suite 10
 Charlottesville, Virginia 22902
 434-290-2100 Fax 434-290-2108

City of Charlottesville, VA
 Planning Department
 1000 E. Jefferson Street, Suite 10
 Charlottesville, Virginia 22902
 434-290-2100 Fax 434-290-2108

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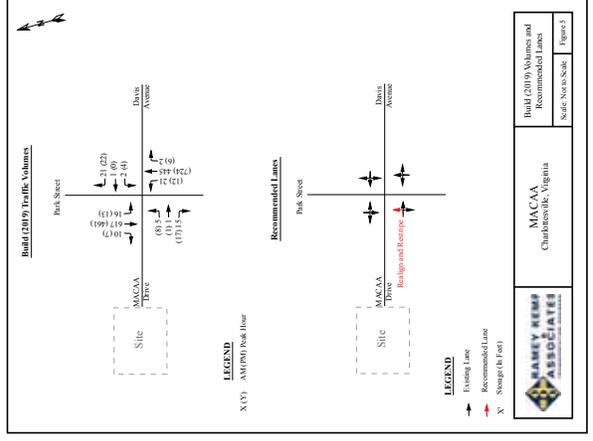
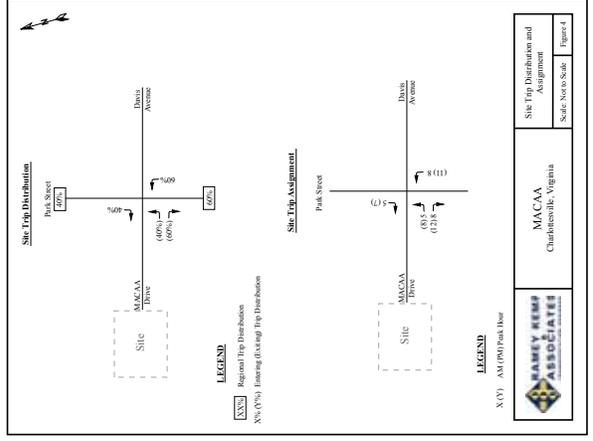
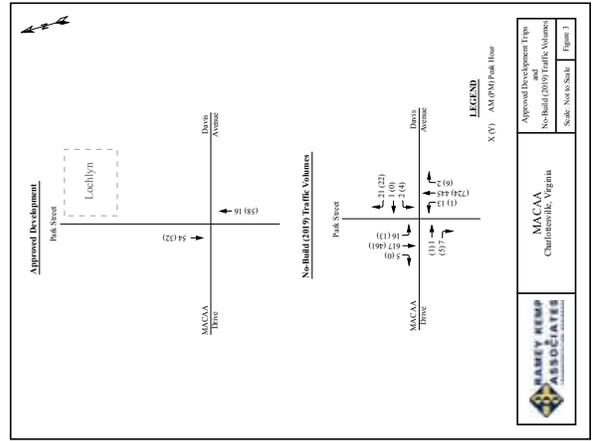
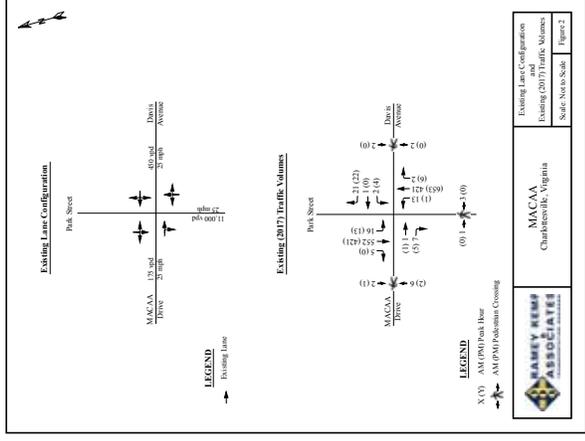
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 434-290-2100 Fax 434-290-2108





IL ONE BEDROOM - UNIT IL-A3
100 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.



IL ONE BEDROOM - UNIT IL-A2
78 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.



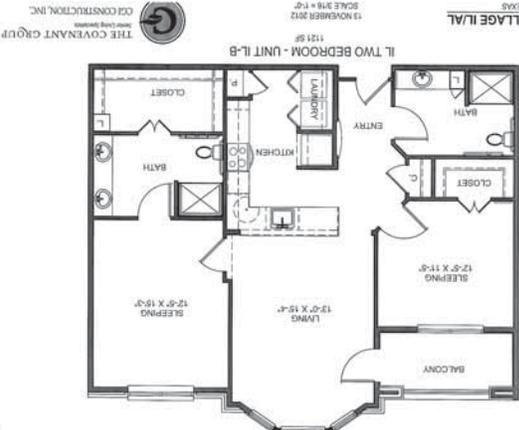
IL ONE BEDROOM - UNIT IL-A
74 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.



IL ONE BEDROOM - UNIT IL-A HC
74 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.



IL TWO BEDROOM - UNIT IL-B
1121 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.



IL TWO BEDROOM - UNIT IL-B2
1147 SF

GHILA
WESTWORTH VILLAGE I/LAL
13 NOVEMBER 2012
SCALE 3/16" = 1'-0"
THE COVENANT GROUP
C/O CONSTRUCTION, INC.

nm
NEW MILLENNIUM
SERVICES, LIVING COMMUNITIES

LPDA
LAND PLANNING & DESIGN
1000 E. Jefferson Street, Suite 10
Chattanooga, Virginia, www.lpdainc.com
424.236.2156 Fax: 424.236.2158

GHILA
Architecture
Planning
Interior Design

COLLINE ENGINEERS

**WASSENAAR
WINKLER**
ARCHITECTS | PLANNERS

MACAA Intergenerational
Education Campus
Chattanooga, VA



P.U.D. Development Plan

Typical Senior Housing
Unit Exhibits

A1

August 28, 2017

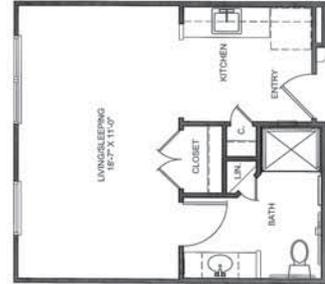


E-1

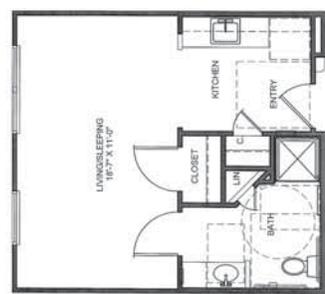
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IL TWO BEDROOM - UNIT IL-BHC
1121 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.



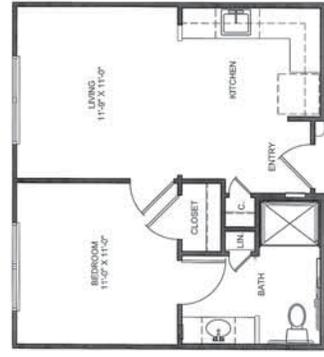
AL EFFICIENCY - UNIT AL-A
491 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.



AL EFFICIENCY - UNIT AL-AHC
491 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.

E-3

E-4



AL ONE BEDROOM - UNIT AL-B
498 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.

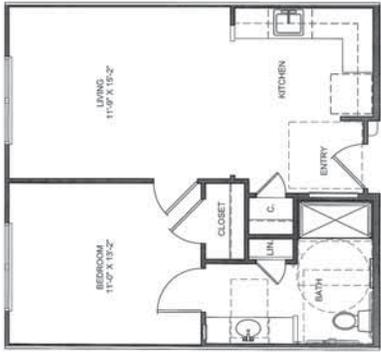


AL ONE BEDROOM - UNIT AL-BHC
498 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.



AL ONE BEDROOM GRANDE - UNIT AL-C
595 SF
13 NOVEMBER 2012
SCALE 3/8" = 1'-0"
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS
GHLA
THE COVENANT GROUP
CGI CONSTRUCTION, INC.

E-1



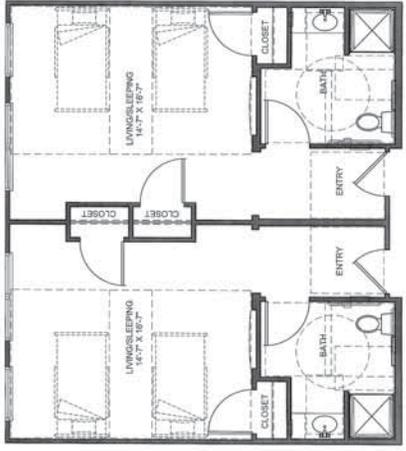
AL ONE BEDROOM GRANDE - UNIT AL-CHC
366 SF

GHLA
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS

THE COVENANT GROUP
CGI CONSTRUCTION, INC.

13 NOVEMBER 2012
SCALE 1/4" = 1'-0"

E-2



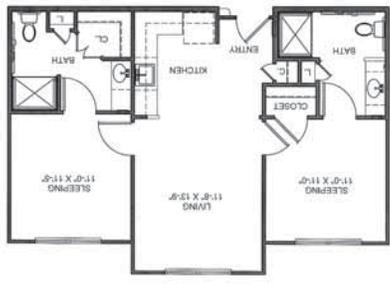
CARE COMPLETE SEMI-PRIVATE - UNIT E
401 SF EACH

GHLA
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS

THE COVENANT GROUP
CGI CONSTRUCTION, INC.

13 NOVEMBER 2012
SCALE 1/4" = 1'-0"

E-3



AL TWO BEDROOM - UNIT AL-D
773 SF

GHLA
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS

THE COVENANT GROUP
CGI CONSTRUCTION, INC.

13 NOVEMBER 2012
SCALE 3/16" = 1'-0"

E-4



AL TWO BEDROOM - UNIT AL-DHC
773 SF

GHLA
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS

THE COVENANT GROUP
CGI CONSTRUCTION, INC.

13 NOVEMBER 2012
SCALE 3/16" = 1'-0"

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Planning
Interior Design

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MACAA Intergenerational
Education Campus
Chantottesville, VA



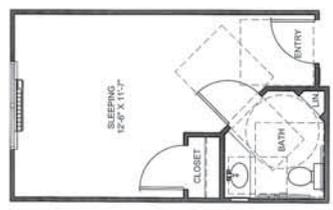
P.U.D. Development Plan

Typical Senior Housing
Unit Exhibits

A3

August 28, 2017

MEMORY CARE PRIVATE - UNIT MC-1
275 SF

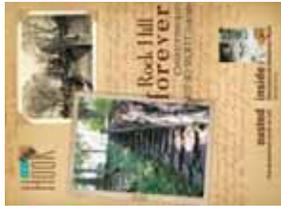


GHLA
WESTWORTH VILLAGE I/LAL
WESTWORTH VILLAGE, TEXAS

THE COVENANT GROUP
CGI CONSTRUCTION, INC.

13 NOVEMBER 2012
SCALE 1/4" = 1'-0"

Rock Hill Forever: Charlottesville's Not-So-Secret Gardens
Thursday, July 7th, 2011
http://charlottesville.com



Lush land
Size: 8 acres
Water feature: Schenk's Branch
House: burned down 1963
Today's buildings: 22,000 square feet
Previous uses: private estate, school, YMCA
Owner: MACAA
Purchased: \$700,000 in 1993
Assessed today: \$2.2 million

Forget about the impending Meadowcroft Park and the 250-acre interchange project for a minute, as well as the fabulous history of the nearby eight-acre Rock Hill estate, once the site of a circa-1820 two-story Federal style house (which, thanks to a mischievous youngster, burned down in 1963). Forget that famed architect Eugene Bradburn once called it home, and that the Rev. Henry Alfred Porter, minister of Charlottesville's First Baptist Church (P.O. Box 5000, 1820 Rock Hill Road), once lived there. Forget that the UVA's architectural historian has called the "most complete residential garden landscapes in all of Charlottesville."

More history. The original houses, built in the 1820s, it soon becomes home to the violin-playing brother to James Dismore, Thomas Jefferson's ancestor to eventual Charlottesville mayor Francis Fife, purchases the property. It later becomes the home of the Rev. Henry Alfred Porter, a member of the prominent Henry family, but the U.S. 250 Bypass construction begun in the late 1950s dramatically changes the site and Gibbs sells property in 1959 to the group that opens Rock Hill Academy during the state's "massive resistance" to racial integration. From 1960 to 1987 the site built a controversial new facility in nearby McIntire Park, once called the Rock Hill property home. However, financial troubles force the YMCA to sell the property. In July 2010, former (now current) City Council candidate Bob Fenwick begins organizing an effort to restore the site to its original appearance as part of the bypass interchange project. Since then, over 200 volunteers have logged about 2,000 hours of work on the gardens.

Slide-show feature: [Click here](#) to see additional photos of the gardens set to music! Forget its history as a controversial segregation-era school in the 1960s. Forget that it's now the overgrown back yard of the Monticello Area Community Action Agency (MACAA), a 501(c)(3) nonprofit organization that provides social services to the poor. Forget the City's and the Federal Highway Administration's promises (broken?) to restore the garden and add it to the park system as part of the new interchange project. Forget the limbo the property finds itself in while an army of volunteers has been busy unearthing its buried architectural past. Forget the 1960s when the property was sold to the City. Forget about all the politics and the history which can be found [here](#). **Burned and bypassed.** Rock Hill has a ghost of a garden, and Umbelton treasure: Rock Hill estate gardens revealed.

Just go take a look at it. (Or enjoy a musical on-the-slide-show tour) Then, if you're a fan of the gardens, go back through the gardens. This is what we did with the Rock Hill estate. Charlottesville, VA. Wednesday, June 29, 2011. Over 200 and over 200 other volunteers have put in about 2,000 hours of work since they began clearing away brush, repairing walls, and adding plantings and features to the gardens last year.

"It's an incredibly unique place," says Gargies, "and we just hope it can be preserved." The front of the gardens has been reserved to passing traffic on 25th, showing the elaborate stone wall found on 30th (to recall, as UVA architectural historian Daniel Busbans put it, of

the Rev. Porter's "private public works project" that provided work for the unemployed even more impressive, weaving along the babbling Schenk's Branch creek bed and featuring stretches of the rock wall that rise 10 to 15 feet high. Ghoriously high tulip poplars abound, and stone steps ascend into the treelops.

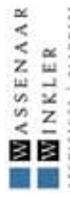
Ideally, Gargies says, she hopes the City purchases the property from MACAA, restores the gardens, and builds a new facility for the Parks & Rec. department, which then can be an architectural jewel.

But is that likely to happen?

"I'm aware of some exploratory conversations that have occurred along those lines," says Charlottesville Mayor Dave Norris, "and all I can say right now is that I'm intrigued by the possibilities." Indeed, with \$27 million in Federal funds earmarked for the U.S. 250 interchange project, the City has a lot of money to play with. "If the City could get some of that money filled by those opposed to it, you'd think the City could set aside something for the presentation of the gardens.

What's more, that May 2010 memorandum of agreement between the City and the Federal government, which called for the City to purchase the property and restore the front wall that will need to be removed for the interchange, and for the City to pursue ownership of the property and open it to the public. Of course, these days that's more easily said than done.

"I'm sure the City is looking at funding being available to purchase the Rock Hill property," says Norris. "Right now, there are no funds allocated in our budget for it."



MACAA Intergenerational Education Campus
Charlottesville, VA



P.U.D. Development Plan

Rock Hill Property History

H1

August 28, 2017



In fact, Bluestone says that in his view, the University of North Carolina at Chapel Hill is the best place to establish an endowment for the training of African-American Baptist ministers. However, had Bob Francis and the other members of the group had a different view of the gardens to donors on 250, much of this history, along with the garden itself, might have remained intact.

"They are showing the extraordinary spaces and the fine bones of the garden," says Bluestone. Worried that the City and the Federal Highway Administration, might not be able to do the job, Bluestone, according to a May 2010 memorandum, to restore the garden and add it to the park system, and to restore the gardens is, in part, a "precaution to make sure the city and the FHWA deliver on the

commitment."

"The gardens are really impressive," says Bluestone, "now that you can see them."



Origins of a Name
The name "Rock Hill" was used in the 1820s to describe a 66-acre farm carved from the holdings of Thomas Walker of the family of an American explorer Meriwether Lewis.



A view of the 250 Bypass.
PHOTO BY DANIEL BLUESTONE

Gibbs describes a 10-foot deep lake fed by Schenk's Branch, which at first fed into a small godfish pond Porter had created on the upper portion of the property. On the far side of the lake, a natural waterfall flowed over a Japanese rock garden in the front corner of the property closest to McIntire Park.

In the late 1950s, Gibbs described it as a "truly spectacular county property" that actually had a Ruby Avenue address. She says the bypass construction in the late 1950s-1960s dramatically changed the site, as it cut off the Japanese garden and the front walk. Up until that time, Gibbs says, her father was a "devoted gardener" and regularly visited the garden with his wife and their young son. The garden was a "passion project" of his father's, and he had a "passion for nature, and hard work," says Gibbs. "Dad was a retired military officer who had a passion for nature, and hard work," says Gibbs. "Believe it or not, Dad groomed and maintained the entire property by himself without a crew or yard service." Gibbs also recalls that they kept a single cow on the property.

In recent weeks, former City Council candidate Henwick has gotten assistance from a cadre of volunteers to help with the garden. Gibbs describes it as a two-story Federal built of stone and then succeeded and painted a wheat color with dark brown trim, and later painted white with dark black-green trim. The house had 10-foot ceilings, four-hand-carved Italian marble fireplace, and two hand-carved and curving walnut banisters. Eventually, she says, she property

When the estate was offered for sale in 1960, the posted advertisement noted several key features, including rock fencing along the perimeter, possibly constructed using stone from the 1800s residence and a distinctive stone wall entrance.

Sections of that rock wall on the southwest side of the property were realigned in the 1950s during construction of the Route 250 Bypass. In 1963, during the site's tenure as the Rock Hill Academy private school (1959-1979), the historic house was destroyed by fire. Today, the site is the home of the property's storied past.

An Eclectic and Picturesque Landscape

Early photographs of the property indicate that the Porters incorporated pre-existing features such as the rock-lined driveway, orchards, and two succored brick gateposts at the main entry. Based on construction methods and size of some vegetation, Dr. Porter is believed to have added 58 early 20th-century Picturesque elements to the landscape's design, such as man-made natural environment of the site. Dr. Porter used architectural features like rock walls and stone steps to manage the rugged terrain, particularly in the formal garden along the southwest side of the lot where terraces and a number of stairways set the space apart from the wooded, natural area in the northwest corner. In direct contrast to the rigidly outlined facade, and carefully crafted "natural" scenic vistas into McIntire Park and along Schenk's Branch, the Porters planted boxwoods, hollies, and rhododendrons, as well as beech, pine, and hemlock trees throughout the landscape.

Photos courtesy of the Albemarle Charlottesville/Hill Historical Society.

Burned and Bypassed: Rock Hill Has A Ghost Of A Garden

by David McNeil, November 2010, the Hook
"It's important as the home of the violin playing brother of Jefferson's master builder, James Dierkes's, and as the home of the very capable architect Eugene Bradbury," says famed landscape architect Daniel Bluestone, "the Rock Hill property has a number of unique features, only ones remaining in the city, which were used for crops and flower gardens facing the southern sun."

UVA architecture prof. Daniel Bluestone, who has been leading tours of the property, calls it "one of the most interesting properties in Charlottesville." He says the property was owned by the late Capt. John W. Gibbs bought the 8-acre property with the two-story house at auction in 1947, says there were "hundreds of amazing

became too much for her father to maintain, and they ended up selling it in 1959 to a group called the Charlottesville Education Foundation.
In September 1958, after Lane High and Venable Elementary Schools were closed as part of the state's "massive resistance" movement to defy a federal order to integrate the schools, the foundation was formed to "exercise their freedom of choice in attending school, by creating a private school named Rock Hill Academy. Such schools became known as "segregation academies."

"My mother worked at the Rock Hill Academy school for over 20 years, including the years that the school was closed. She was a teacher at the school during the segregation period," she says. "My mother remembers several children of color attending the school during this period," she says. "My mother remembers several children of color attending the school during this period," she says. "My mother remembers several children of color attending the school during this period," she says. "My mother remembers several children of color attending the school during this period," she says.

"Some youngsters broke into it and started a fire, by accident we think," says Gibbs. "The fire did much damage to the house but still it intact enough for us to enter it and restore it." Gibbs says the house was used as the school's administration building and contained a library in what had been the Gibbs' dining room. The house came to an inglorious end in 1963.

"So the house was dismantled," says Gibbs. "We're not aware that any of it was salvaged, even the marble fire plates. It was a sad day."

Courtesy of Dan McLaughlin
November 30, 2016

Schenk's Branch fed into a cold tin pond on the Rock Hill property before the 250 Bypass cut through.
Photo courtesy: Daniel Bluestone



plants" and many different gardens. In addition, these stone parterres, once used to separate the driveway and the terraced gardens which held a spring-fed lake and an island at its center.

"I remember there was a huge carved eagle with its wings spread wide on the face of the house," says Gibbs, who lived there with her father, mother, her two brothers during the 1930s. "The house was destroyed by fire in 1963. It was definitely not low maintenance."

Porter went to create his amazing landscape. It was built in the 1820s for the Scotch-Irish Leitch family. In 1839, the Reverend James Fife, a Scotsman who became city engineer for Charlottesville, purchased the property from James Fife's son, James Fife. In the 1930s, Reverend Henry Alfred Porter, the minister of the Charlottesville's First Baptist Church (Park Street), purchased the property from famed local architect Eugene Bradbury and began to create the extensive gardens.



MACAA Intergenerational Education Campus
Charlottesville, VA



P.U.D. Development Plan

Locust Grove
Neighborhood History

H3

August 28, 2017

Meeting Date October 10, 2017 Minutes Excerpt: MACAA Public Hearing Comments:

John Hossack, 617 Davis Avenue: said MACAA has been a good neighbor to the community for years and he supports their mission and purpose. However, he said, he still has concerns that Park Street cannot handle the additional traffic that will be generated. It is really beyond argument that Park Street for many hours of the day is gridlocked. He also said older drivers seeking to exit the site may not be able to navigate the conditions. This is fundamentally a transfer from residential use to commercial use, and that should have a very high bar to clear.

Harriet Kaplan: After spending over 2 years trying to figure out how to save MACAA and to help it flourish, we are now extremely excited about all of the synergies inherent in the project that was just described to you. Think of it! A new, modern child-development center for our area's most vulnerable preschoolers; A much-needed senior living community that will preserve most of the site's natural beauty; An opportunity for seniors and children to enrich each other's lives; and 85 permanent jobs that could represent a new beginning for some of MACAA's constituents, many of whom are unemployed or under-employed. This scenario is a far cry from what we have now:

A building that has outlived its useful life and that is both too expensive to rehab and too costly to run. The bottom line is that the status quo is not an option for MACAA. Please, I urge you to grant the PUD tonight so that MACAA can go boldly into the future, continuing all of the important work that we have done in the past. And to make possible all of the important work that we plan to do in the future.

Dawn Kidd: former board member and came to support this project. We did and have put a lot of thought to this project a process we have gone over the last couple of years. She said this will work for the community and for MACAA. Her child attended the head start program and she participated as a parent and it has helped her to grow as a parent and as a professional. This community needs the jobs which will be a positive and the intergenerational aspect will be a positive for the kids that attend the head-start program.

Barbara Smith: MACAA's plan to bring an intergenerational campus to Charlottesville will provide increase cooperation, interaction, and exchange between people of different generations; and enable various age groups to share their talents and resources, and support each other in relationships that benefit both individuals and their community. The intergenerational community is not just one where multiple generations reside. It will bridge the generational gap by building on the positive resources that each generation has to offer each other and those around them. The elderly possess a wealth of knowledge that can be passed on to the younger generation. Many of us have said, I don't know what happened to this younger generation – cause when I was young, my neighbor would correct, redirect, and guide me and set me back on the right path. Well, neighbor, it's our responsibility to address the extraordinary needs of low-income children and families. We are to set a path for their success. To ensure those less fortunate than us to have an opportunity to better their lives. This is what MACAA has been doing for over 50 years. Providing services to help those most in need in our community to become self-sufficient. In 1964 an unconditional War on Poverty was waged. On August 12, 2017 a

different kind of war was waged in our community. And, it was out of our hands – out of our control. Well, there's still a war to defeat. And that is to ensure the disadvantaged children, families and seniors are well cared for and mentally stimulated by interactions with other people which will help to sustain their lives. MACAA's longevity is a testament to our overall effectiveness. MACAA has and continues to serve as a beacon of hope for many and an inspiration to the entire community. Our current facility is falling down around us. We need not look poor to help the poor. This new campus is critical to MACAA's financial vitality and existence. And, that neighbor is in our hands and in our control. Help us in this important work of building a solid foundation for generations to come. The solidarity plays in building a stronger and supportive community where all lives do matter.

Elise Cruz: I am the Senior Program Director at MACAA. I am a trained urban planner but took this position to see my city from a different perspective—from the eyes of the area's poorest, most disadvantaged, most overlooked and forgotten people. I know that many of you have expressed your support for MACAA and the programs we offer to the community and we are grateful for your partnership and trust. Tonight, I'd like to go back to my academic roots and explore this decision using a term I have a love-hate relationship with: "Highest and Best Use." This particular site is a bit of a weird one. It's bordered by

a highway and a major bypass, neighbors a large city park and an

older neighborhoods, has a complex cultural and natural history, is one of the largest privately-owned and mostly-undeveloped parcels of land in the City, and has this unsightly, crumbling office building sitting right in the middle. From my perspective, there are few possibilities for the future of this site: MACAA continues to occupy the property for several more years. We continue to sacrifice the strength of our programs while we struggle to keep the building in working order. The structure continues to deteriorate and be an eye-sore. Some millionaire offers to buy the property, knock down the building, and build one giant mansion on the hill. Another developer approaches MACAA to build something by-right, such as squeezing 25 single family homes onto the site. This place an additional burden on the city's schools and emergency services while allowing no affordable housing and creating a large amount of traffic during rush hour times. The City decides to take advantage of this opportunity to address needs of the City's children, elderly, and low-income residents in one project. This campus will not only help MACAA better address the causes and conditions of poverty in the region, but it will actually provide on-site affordable housing, something no other developer has offered in recent years. Its scale and design are thoughtfully integrated into the neighborhood and geography of the site. Its promise of steady, good-paying jobs and opportunity to build a program connecting low-income adults to careers is hard to overlook. And its ability to keep aging resident's part of the community they love is incredibly important. When determining the "highest and best use" of a property and evaluating any proposal, we as professionals are asked to consider 4 things:

1. Is it physically possible
2. Is it legally permissible?

3. Is it financially feasible?
4. Is it maximally productive?

I would also add to this list:

“Does it make our community more wonderful?” In this case, I believe that - with the necessary approvals from the City-we will be able to answer “Yes!” to all of these questions for the MACAA Intergenerational Campus project.

Nancy Kidd: I have been director of the MACAA Hope House Family Stabilization program since 2012 and worked for another program serving underprivileged families prior to that.

Over the years I have worked with people who find it difficult to financially survive in the City of Charlottesville. It is typical for them to share three major challenges: employment, transportation, and daycare. The MACAA Intergenerational Campus would provide opportunities for not only MACAA/Hope House families but others in the community. The project would create 85 permanent jobs that may be accessed through job training presently being offered to Hope House families.

The jobs would be easily accessible on the CAT bus line. The added benefit of having Head Start on site would resolve daycare challenges for many. I am requesting that you approve the MACAA Intergenerational Campus application.

John Fink: he is the executive treasurer of MACAA and a former planning commissioner chairman. These proffers are well in excess of a million dollars. This is an extremely robust set of proffers and fully underscores the commitment by the developer to affordable housing in our city. Hand in hand with these proffers is the opportunity for the constituents of MACAA with training to get good jobs, Our mission statement is this From Poverty To Self-Reliance Through Education, we are making a difference, so please help us to continue to make that difference. He said our organization has severe financial challenges, their demands for services has increase and the future of our operation is in serious doubt. MACAA has proudly served this community for over a half of a century. He gave his opinions of the duties of a planning commissioner and the guidelines to consider. The city is in dire need of clear and abiding leadership. Please demonstrate your collective vision in leadership and your unwavering support of MACAA with your unanimous approval to this application.

Donna Bonsignore, 604 Davis Avenue: she continues to oppose this project and object to the permanent loss of the two R1 zoned properties on either side that is known as MACAA Drive. In the current iteration of a PUD a double set of duplexes would occupy the south corner lot. With these duplexes all previous pretense preserving the visible of our R1 low density neighborhood has disappeared. These duplexes were only included in an anemic response to neighbors like me and others in this room tonight who objected to the unaffordability of the senior living facility as proposed, But four units for seniors at 80% AMI plus 75,000 dollars to the city for affordable housing falls far short to what she would expect from a deal brokered by an anti-poverty organization such as MACAA. The senior living project on the table with all of the bells and whistles is readily available at the same rates in our

region. To better justify this re-zoning a facility offering subsidized senior housing featuring intergenerational opportunities would be more in keeping with MACAA's mission and it would show real progress for affordable senior housing in Charlottesville.

Constance Johnson 631 Davis Avenue, no one is against MACAA, we love MACAA it has been a business in our neighborhood and a great neighbor. What bothers her is these people are putting a business in their neighbor. We are R1 and single family homes there are no other businesses in our neighborhood. The current MACAA educational facilities are set back and are out of sight from our neighborhood. What they are proposing to do is tear down a single family home at the corner of MACAA Drive and Park Avenue and replace with the two duplexes, the bone they have thrown out for affordable housing. They propose to move the business office up to that beautiful stone house other corner which would basically be a business office. Of course that eliminates the single family housing also. If this is approved a precedent will be set in our neighborhood and we will start to see other proposals for getting zoning changes and changing the character of our neighborhood. She is concerned with the numbers they are showing you for jobs and taxes; she doesn't understand how they are getting those numbers and she hopes you will look at those carefully. She wonders about the people on the lower end of the job scale; what kind of pay they are getting or good benefits. There are no low income people who will be living in that senior housing facility and she thinks that is a shame.

Nancy Carpenter: nobody is disputed the bridge building that Mr. Drewary Brown over 50 years ago is not a benefit and not something that is brilliant here in this community. What we have to look at as a Planning Commission is what's being dimensioned and what is being advanced. A couple of the others have mentioned about affordable housing looking at those slides and you are talking about revenue and income that are coming to the city and what kind of jobs and revenue that's coming to the city and you want to offer \$75,000; that is an insult to the affordable housing fund. The City Council has already appropriated \$900,000 for a voucher program for a number of families here in the city. She said this RUI company could probably do a lot better than \$75,000 as a proffer to get something in this community that some community members are concerned about. She said affordable housing for senior, 80% AMI. She said she works every day with people who get \$735 a month SSI/SSDI. She said in her generation a lot of people didn't work outside of the home, a very small public benefit that comes to them every month. You should be looking at 50% AMI or less because the other problem is there is the business model for this assistance living home doesn't accept Medicaid bids, which means the poorest of the poor, the sickest of the elderly won't have the benefit of being able to utilize this facility. What will the people who will work here do for transportation because most do not own cars. What kind of proffer will they offer to bring in CAT to actually come into the facility because where the current route is now how you have to walk up the sidewalk and across the street is not the most-safest way to get over to the existing property.

Bill Gray: is an 81 years old man who reads to kids in the public school 17 years. He said the experience and the interaction between seniors and the young is wonderful. Seniors and youth on one campus is nothing short of a miracle. He loves it when he walks upon a student he once read to and they

remember his name Mr. Gray or they say, I remember the book you read me in 4th grade. These kids are respectful and they appreciate the senior because they have two working parents at home.

Cecelia Mills: said we are relying on the commission and the City Council to take steps to help our community stay a community and said the proposal did not provide enough affordable housing and would not pay high-enough wages.

Paula Kettlewell: Wilder Drive, 83 years old. She can age in place because it is a neighborhood. My neighbors look after me, they know where I am supposed to be at a certain time. It ranges from three in their eighties and people with pre-school kids. It is truly a neighborhood. She 100% support the kinds of things that MACAA is trying to do. She is not sure this is the place to do it. So many of the jobs in this establishment, the people who work there can't afford to live in this Charlottesville. The traffic which has been building up since she move there. To get from Park Street to the 250 bypass going west require nerves of steel and rapid reflexes which very few people over sixty tend to have so she is very concerned about increasing the number of us who make that split 70 second decision to cross into 250 when people are trying to get out onto the John Warner Parkway. Every time she does it she's holding her breath. Because of the traffic people will continue to drive through neighborhoods to avoid the hold ups that are increasing on Park Avenue. When she read about bringing 700 construction jobs, she said what kind of traffic is that going to bring. Thank you for considering it and she believes you will make a wise decision.

Isaac Edwards: he is speaking on behalf of MACAA, born and raised here in Charlottesville and MACAA has truly turned out to be a great asset. He is a lead teacher there 3-5 years old to prepare them for kindergarten. The best thing he has experienced is how MACAA involves the family so much, the community is made up of thousands of family. It takes a village to raise these kids and to set an example. This will be a great asset because the building we are currently in is not in the best shape, and is going down-hill, so this building is beneficial to the community and children so he hopes you find it in your heart to go ahead and approve this project.

Virginia Amos: 628 Watson Ave, 92 year old who is a lifetime resident of Charlottesville who lives on Jefferson Street, walking to McGuffey and Lane High School. Jefferson Street was her family residence during her years of nursing school. This period of time dates back into the 1920's. In 1958 we build our home on Watson Avenue which was an R-1 neighborhood. She asked you to imagine Ridge Street with stately residence, bankers, lawyers and merchants. Imagine Market Street with lovely homes among them a home of a judge. Imagine High Street all the way from Becks Hill to the Rivanna Bridge with lovely residences. She remembers High Street the residence of at least 5 physicians Some of these homes have been demolished and replaced with office buildings. All of that area was designated as R-1 in her childhood. Zoning changes have been allowed on these streets and are no longer desirable places to build a home. Currently the Locust Avenue and Park Street are zoned R1 and meant for family residences. Gradually exceptions have been allowed to those in offices and other changes. This is the last remaining lovely area for residences. To allow two duplexes across the street from one who built their home is an affront to the homeowner who built in R1. To allow these changes in A1 designation and allow the exception of a senior living in a community with a 4 story building and all of the added

traffic is an affront to those who built their homes with confident that this was a designation R1. Currently, it is difficult to turn from Watson Avenue in heavy traffic on Park Street. We have to depend on courtesy of drivers to motion to wait and allow us to turn to have access to Park Street. In increase would be disastrous. Traffic on Park Street will increase until it will be a congested and bumper to bumper as it is currently from Evergreen Avenue to the Bridge on the bypass. I employ you to deny the change of designation from R1 to any other and protect the current residents.

Kathleen Fee : it is very confusing for her to tie the project of the intergenerational millennium together with her support for head start. It makes her feel guilty if she has one thought about this behemoth building going up in her backyard. It is 75 feet from her backyard. She has strong feeling about the directions that this village is taking. In 1965 her first job was working for head start and the federal programs to establish voting rights for African Americans; both of these organizations was in Mississippi She gets a clear sense that we are going backwards and we are putting much more into money. There is nothing lively or innovative about this project. She asked how big is each unit and how many people will fit in them. She sent a letter to Heather Newmyer. She can't believe that this is the only way to save head start in a town like this.

Jody London: She is a recipient to what Head Start offers. She is a single mother of a 4 and 2 year old. Her 4 year old is in a classroom that is somewhat dilapidated. It is hard for her to sit and listen to residents say they want to support MACAA but they are not in favor of their community being distorted by a multi-story building. To her that is hypocrisy, To not approve this program is to keep women as herself, single mother, women of color and women trying to better themselves in the situation that we are currently in. Had it not been for MACAA during her time of unemployment she doesn't know what she would have done with her daughter and where she would have been going to school. She has excelled extraordinarily, she is a social butterfly, diverse in her letters, inquisitive, thrives and made lasting friendships not only with the children in her class but with the teachers and the staff of head start so she employ you to please consider this project and give it your approval.

Martha Smith, Marshall Street: She thinks this project is the right thing for Charlottesville at this time. She seconds every complaint everybody has issued about traffic. It is ridiculous and very difficult to deal with. It is already a business, an educational business resides in the property so to say oh suddenly it's a business is casting a little bit of a shadow on what's already there. Running a residential facility is a business, but its purpose is residential. She has been involved in Habitat, and seen a number of duplexes that don't look like duplexes They are very attractively styled; simple but nicely detailed and one of the entrances is on the side. She was looking at this affordable housing contribution and was a gasped - 500 per residential unit that is proposed, that is miserly. That amount should be more in the range of 3,000 a unit. Somebody is going to be making money off of these units and it would seem like a fairer contribution to the affordable housing fund would be a heftier number. 500,000 would only get us a tad over \$7,000 and these funds are a way to help the affordable housing issues at least in part to get us moving forward and hope we are able to find a solution to that.

Bonner, Real Estate: There are 10 houses that surround the MACAA property, one house is Dr. Free house and the other house is the big beautiful historic house, and the other houses are all rental houses,

maybe one owner occupied. This block is a rental residential neighborhood, It's R1 but a bunch of duplexes in a way.

Rory Stolzenberg: He spoke on the renters of Charlottesville, every time you disapprove a project like this where it doesn't sound like the alternative is a bunch of affordable housing being built or 140 units of cheap housing or rather no housing being built. There is a consequence in the rest of the town and that's a 140 young couples moving into the units being vacated by these elderly people moving into this new complex which means less people moving out of the rental houses to buy their first house which means rent is going to go up. Homeowner usually gain when something like this happens especially the ones nearby and he doesn't mean to suggest that anyone here is nothing but well-intentioned but there is a transfer of wealth in place and that money comes from mostly the renters of Charlottesville, and in part a complete financial loss. He lives two doors down from the Clock Shop but he doesn't have any invested interest in any of these projects today and he never heard of MACAA until a couple of months ago. The only way to create affordable housing in this town for everyone is to build more units.

Valerie Long: In favor with this project tonight, and it strikes a nice balance between all of the issues that have been raised by the commission and staff over the last few months. As a working mother with two children, she can attest to the significant incredible challenges to finding affordable child care in our community. It is incredibly challenging and incredibly expensive. There are so many studies out there that document and demonstrate the significant financial benefits when a community receives when they invest in high quality child care. MACAA is already there but this will enable them to among other things to continue to buy that high level of care but in new facility that are designed to modern standards and needs that meet our current quality standards and she thinks that has not been discussed enough. All would agree that there is an increasing demand for quality senior living facilities in our community particularly those that are well located closely to other facilities. She has worked on several assistance living facilities in her practice, (she is not in any way involved in this one) she has learned a lot about how challenging it is for families with elderly family members to find quality care, and much like the other speaker mentioned the best way to provide more affordable housing is to build more units similarly the best way to provide for competition and quality care and affordable care insure is to insure we have sufficient supply or at least more supply so that we are not creating a situation where prices are driven up due to lack of supply. She said this location near a neighborhood is actually a benefit, it allows the elderly or families who have elderly family members to live near their family members who might want to live in this building. They can be in the senior apartment buildings when that is the level of care they need and when they get to the point when they need to transition to the assistance level facility they can transition essentially in place which makes it a lot easier on everyone. To have their family member nearby would be a great benefit.

BETTIE W. BLACK
1012 PARK STREET
CHARLOTTESVILLE, VA 22901

September 18, 2017

Ms. Heather Newmyer
City Planner
Department of Neighborhood Development
P. O. Box 911
Charlottesville, VA 22902

Input on MACAA Development

This letter is to let you know I DO NOT support the rezoning of 1021 – 0123- and 1025 Park Street.

I live at 1012 Park Street, on the corner of Davis Avenue and Park Street. I have lived here going on 52 years. I moved here July 13, 1966.

My first concern is how can a two-lane street be turned into a street with turn lanes and a landscaped island in front of 1100 Park Street ?

I have a picket fence around my property. The grass area on the street side of the fence is my property. The City required me to install the fence where it is. In front of my house from my curb and gutter, across two lanes in front of 1021 sidewalk and rock wall, where is space for a turning lane?

There was a bus stop on the north corner of my property for years and the City was going to put a bus stop bench on my property. I told them I didn't want it there. They had poured the cement for the block, the property was surveyed, it is my property, so the block was removed. No bus stop bench. The bus stop was later moved over to corner at 1100 Park Street. It is now moved – no bus stop.

A year or so later, one day I discovered a concrete block bolted to my sidewalk. I checked to see what that was for. It was to install a flashing light crossing. I immediately checked on that before it went any further and said it could not be on my property. I know how the traffic is on this section of Park Street and I was not going to be part of setting a death trap in front of my home. So the block was removed.

I have a highway guard rail at the north corner of my property at Davis and Park because a van hit the front porch steps of my home around 2 a.m. one morning. Had he missed the steps a couple of inches, he would have parked the van in my living room.

One thing you haven't heard discussed is the health danger for all residents of the area from all the pollution. I wonder why anyone would want to put a Senior Retirement facility where this one is planned? They will not only be exposed to Park Street and the 250 By-Pass, but also the John Warner Parkway pollution. Since traffic signals have been installed at North Avenue and at the bridge/250 ramp, lots of times during the day vehicles are backed up north and south. Think of all the pollution we are exposed to. I read an article once concerning cancer and it stated the distance you could live from a highway and be affected by the pollution from traffic. At that time I figured I live close enough to the 250 By-Pass to be exposed to pollution from that traffic.

Information on project states that MACCA Drive has 86 vehicles using it per day. This figure will increase to 486 with project proposed. I don't care how the drive is realigned – they have to enter and leave. You hear the squealing of tires with 86 vehicles. What will it be like with 486? Park Street can't take it.

Davis Avenue does get cut thru traffic. When traffic is backed up heading south, vehicles take a left down Davis Avenue – right on Marshall – left on Watson up ramp to Locust – across the bridge then left to 250 By-Pass.

It's easy to understand MACCA's reason for their partnering with the developer of the housing complex for seniors to help them survive since Federal, State and Local governments have reduced their funding. According to the property transfer in 2/26/17 Daily Progress, they purchased the Rock House property 12/2/16 – consideration \$882,500. When you see that you think they must be doing pretty good. The project hadn't even been approved.

I question also how can the housing project for Seniors say that rent would be between \$3,500 and \$4,200 a month and low income people likely could not afford to live there? I thought that any housing project had to have a certain number of affordable units. A member of my family was thinking about making some changes with their property and add some additional housing and was told they had to have a certain number of affordable units. And as I hear all the talk about the need for affordable housing in Charlottesville, why would the City approve a project that feels like low income couldn't afford it. And there are probably many Seniors that are in the low income bracket.

Speed Limit on this section of Park Street is 25 mph. Many, many are going much faster heading north and south. Talk of not many accidents – quite a number of times, I look out and people have pulled around the corner where someone has been rear ended. Also I will notice a police car or motorcycle with someone caught for speeding sitting on Davis Avenue. This area still needs help with traffic and we sure do not need anything to make it worse by adding more.

People ask me where I live and I say I live on the Charlottesville Freeway, formally known as Park Street.

I don't think you could find a more dangerous place to put the entrance and exit for a Senior Retirement Home than MACCA Drive. I don't care how it will be realigned. And also if they realign it, Davis Avenue will be closer to the crest of the hill.

I hope my letter will let everyone know why I am not supporting any change across the street from of my house and changes to the intersection. My thoughts about realigning MACCA Drive with Davis Avenue will probably make it worse for Davis Avenue. If the street is still marked "Do Not Block Intersection" and cars going north and south are backed up, those exiting MACCA Drive will take a straight shot across Park and down Davis to leave.

As I close, I wish all of my neighbors the best and for their sake and mine, the rezoning will not be approved.

Thank you.

From: Judy Harmon
To: [Newmyer, Heather](#)
Subject: Development at 1025 Park Street
Date: Friday, September 29, 2017 3:21:16 PM

Dear Ms. Neumeyer,

I am a resident of the North Downtown neighborhood of Charlottesville. In my neighborhood and adjacent ones there is near constant construction and redevelopment of private single family homes, multi-unit residential buildings (630 Park St, West 2nd St, 550 E. Water St.), supportive housing (proposed at 517 Park St), and the proposed large scale project at 1025 Park St where MACAA is currently located.

Most of these projects that I mention are about improving properties, increasing the capacity of a building, or demolishing and building new, upscale housing; few take into consideration serving the current population of Charlottesville and its needs for affordable housing.

I am afraid the MACAA project falls into this category as well. How does it serve a need that is unmet in Charlottesville? A quick internet search shows at least 44 different housing communities (that's multi-unit buildings multiplied by 44) for seniors in Charlottesville and Albemarle. Is this really insufficient? How does the New Millennium-proposed building improve Charlottesville or meet a need?

Beyond just making good use of our land, there are also logistical factors to consider such as how much traffic a single lane street like Park Street can handle. What have the traffic engineers said about adding 150+ residents, as well as visitors and staff to the property daily?

I live immediately off of Park Street. Since the renovation of the Bypass and JW Parkway was completed, traffic has significantly increased. Congestion and limited visibility make it difficult and dangerous to turn left on Park Street during busy times of day. I think the neighborhoods immediately around 1025 Park Street will experience similar difficulties getting to and from their homes if the proposed project is approved. Park Street was just not designed to handle as much traffic as it currently has, and certainly isn't prepared for such a potentially large increase if the current plans go forward.

Before the Planning Commission approves NMSLC's plan, please carefully consider what Charlottesville needs and how we as a community can meet that need. Let's not just sell out our neighborhoods and our neighbors to a profit making institution with no ties to our community.

Thank you for your consideration,
Judy and William Harmon
609 Lyons Avenue

From: Donna Bonsignore
To: [Newmyer, Heather](#)
Subject: MACAA PUD
Date: Wednesday, September 27, 2017 12:47:37 PM

I'd like to go on record with my objection to the proposed permanent loss of two R-1 zoned properties fronting Park St. on either side of what is known as MACAA Drive. In the current iteration of the PUD proposal, with the planned double set of duplexes on the south corner, all pretense of respecting the current zoning and character of the street is lost. It strikes me as unnecessary collateral damage since the remaining property in the PUD could be well utilized and perhaps rezoned in ways other than as currently proposed.

Donna Bonsignore
604 Davis Ave.

Kathleen Free, Ph.D.
1007 Park Street
Charlottesville, Virginia 22901

434-295-5758

September 27, 2017

Heather Newmyer, AICP
City Planner
Neighborhood Development Services
City Hall
P.O. Box 911
610 East Market Street
Charlottesville, Virginia 22902

ZM17-00001

1021, 1023, 1025 Park Street Planned Unit Development Rezoning Request

Dear Ms. Newmyer,

Thank you for your invitation to write to you of my concerns regarding the proposed Nursing Home to be built on 1021-1025 Park Street, which adjoins my property next door and rear yard at 1007 Park Street.

I want to preface my concerns with a strong declaration of support for MACCA, Headstart, and the Charlottesville Community as a whole. This support is crucial to the viability of the citizen based decisions which reflect our values as a community. These values are at odds with the current proposal.

The current proposal for building a nursing home will overload and overwhelm the site and the neighborhood as a whole in the following ways:

- 1) Dangerous increase in area traffic, and an intersection on a blind curve/hill which is already hazardous; I would like to suggest a 2-month traffic study of speeds and volume at the location of the future intersection;
- 2) The increase in affordable housing on this particular site (4 units) for Charlottesville is negligible;
- 3) The size, height, density, and massing of the proposed buildings is out of character with the surrounding, existing one-story and historic properties;
- 4) Potential numbers of nursing home units density exceed recommendations of the City of Charlottesville comprehensive plan;
- 5) Loss of green space as residential backyards and gardens are replaced with large parking lots;
- 6) Displacement of wildlife (deer, foxes, song birds, pheasants);
- 7) No proposal of sustainable building principles applied to the proposed structures;

8) Transforming a residential area to a business area without proper procedure of approving a commercial zone with the associated requirements of evaluation of this property as a business; these are essential evaluation requirements, which differ from the PUD.

Rather than this commercially developed, mixed-use development, a neighborhood scaled development by an affordable housing non-profit developer, such as the redevelopment of the Sunrise Trailer Park by Habitat for Humanity, with a mixture of single family, town homes and smaller scale multi-family buildings, and small-scale commercial spaces like a cafe or community gathering place, seems much more appropriate for this site and the neighborhood.

Sincerely Yours

A handwritten signature in black ink that reads "Dr. Kathleen Free". The signature is written in a cursive, flowing style.

Kathleen Free, PhD

CC:
City Council:
Mike Signer, Mayor
Kathy Galvin
Kristin Szakos
Wes Bellamy
Bob Fenwick

**Central and
Western Virginia
Chapter**

(800) 272-3900
alz.org

Charlottesville
1180 Pepsi Place, Suite 306
Charlottesville, VA 22901

Danville
308 Craghead Street, Suite 104
Danville, VA 24541

Lynchburg
1022 Commerce Street, Suite 3C
Lynchburg, VA 24504

Roanoke
3959 Electric Road Suite 357
Roanoke, VA 24018

September 11, 2017

City of Charlottesville City Council
City of Charlottesville Planning Commission
City Hall | P.O. Box 911
610 East Market Street
Charlottesville, VA 22902

Re: Projected MACAA Intergenerational Campus, 1025 Park Street Charlottesville

The Alzheimer's Association of Central and Western Virginia is well aware of the growing prevalence of Alzheimer's and dementia in our community and through the Commonwealth, as well as the increasing age of 65 and older population. With these two facts, we have seen the increase in demand for affordable assisted living and memory care services in the communities we serve, including the City of Charlottesville.

We routinely hear from our health care community partners that they have waiting lists or are at capacity. Often, we hear from citizens who are struggling with the challenge of locating an appropriate, affordable location for their loved ones, as the demands of caregiving outstrip the families' capacity.

The concept of an intergenerational campus fosters opportunities for education and creates benefits for both the children and the seniors. Additional memory care beds, such as those proposed by the MACAA project, will be an asset to our community and our citizens, as the challenges of Alzheimer's and dementia are thrust upon more and more of our family, friends and neighbors.

Sincerely,



Sue Friedman
President/CEO

From: Donna Bonsignore
To: [Newmyer, Heather](#)
Subject: MAACA
Date: Thursday, July 06, 2017 4:57:41 PM

Dear Ms. Newmyer,

Thank you for meeting with me last week (6/27/17). You suggested that I write down some of my concerns with the MAAC zoning application.

I want to say, first, that I respect and support the programs that MAAC has provided to the community over the years. I also recognize the need for senior/disabled care and appreciate the inter-generational nature of the proposal. My concerns focus primarily upon the impact of a greatly increased level of activity in an area that is currently zoned R1, a level of increased activity that I believe exceeds the spirit of the variances allowed in an R1 neighborhood.

Right now MAACA has a very limited standard schedule that runs roughly 8-6, Monday -Friday. It provides parking for all its usual needs, spilling onto the neighboring streets only occasionally. The traffic impact is further limited because the exit onto Park St. (offset from Davis Ave.) is marked "Right Turn Only". In the 24 years we have resided at 604 Davis Ave., we have only had one problem with getting hit by another car exiting MAACA, and it was someone illegally turning left! I am glad that the proposed site plans include an attempt to better align the intersection, but it still looks a little off kilter as planned. A four way intersection with very limited line of sight to the north on Park will be very different with an increase in traffic.

Over the past 10 years, I used facilities in Albemarle County that remarkably cover the same needs as the 151 unit independent living, assisted living and memory care proposed for the current MAACA site. I first moved an elderly relative into Branchlands where they offered independent living, and then moved her across the road to Rosewood Village for assisted living and ultimately memory care, with two stays nearby at the Laurels for nursing care. That said, I have been observing the needs of such businesses for a while. I know that staffing has to be maintained 24/7 with hopefully high ratios to residents. I know that 151 units translates to 151+ residents since many units are doubles. I know that while the majority of residents may not maintain vehicles, some will, and everyone else will need to be transported to and from the facility somehow, sometimes. Doctor's appointments, social outings, and shopping trips all keep happening for the residents at these facilities. Family, friend, and volunteer visits will impact traffic as well. I know that the one dumpster that MAACA currently maintains, and that I can hear from my home when it gets emptied, will need to be increased in size/number and emptied much more regularly. Let's not forget noisy, beeping, diesel powered food delivery trucks too. Ambulances will be dispatched to such a facility night and day, seven days a week as well.

I got the impression from our quick chat that you have been given to believe that some of the needs they are suggesting must be met are medical in nature. I would be very surprised to find much in house medical activity associated with the level of care they are proposing. In my experience, these facilities offer little more medical services than nurse administered/distributed drugs, physical therapy, and CNA administered care. If they are actually playing up that angle it just isn't likely to be much of an issue. Generally, services like imaging and hospice care are brought into the facility from outside and occur in the resident's personal space, and medical appointments continue in the greater community--even at the Laurels where they offer skilled nursing care.

I am anxious to have some of these concerns addressed at the community meeting on July 17. In the meantime, I am sharing them with you formally.

Sincerely,
Donna Bonsignore
604 Davis Ave.
434-977-5401

From: Lane Bonner
To: [Council](#); [Planning Commission](#); [Newmyer, Heather](#)
Subject: FW: Letter of Support for MACAA
Date: Monday, July 31, 2017 9:12:22 AM

Dear Heather,

I am a real estate broker/developer/consultant. I have helped MACAA through this process without collecting any fees. (If I had charge, my fees would have been over \$100,000 – I am a believer in MACAA) For 18 years, I have watched many real estate experts try to figure out the MACAA property. Jim McVay, Chris Kabbash, Coran Capshaw, Rip Cathcart, Developers from Richmond are just a few that have tried. I have seen office plans, by right luxury homes, by right mix of middle class and affordable homes, and townhouses plans. All of these plans did not work because they caused too much traffic. All of these plans did not work because the plans left no room for MACAA and no synergy with MACAA.

There is no good place that MACAA can move and still own real estate. They have to be in the City on a bus line to serve their constituents. Real estate is either too expensive, neighbors do not work, wrong location, etc. Owning real estate is a part of their culture and also insures that MACAA can be around for a long time. The Senior Living facility actually wants MACAA to stay because there is synergy between the groups. The City has no services or places to stay to help this particular demographic of the aging. Right now, If you want to age in an assisted living facility in Charlottesville, it's difficult as there are almost no choices.

Finally, and most importantly for the neighborhood, as far as I can tell, is that the project does not have significant impact on traffic. Furthermore, the timing is good since the John Warner Parkway is now stabilized and has taken traffic off of Rio Rd.

Charlottesville is landlocked . Well planned density is good for the health of Charlottesville and it is good to lessen urban sprawl. I think the democratic council that appointed you would agree. Best of all, this type of density only adds to the tax income and does not add burden to the City - i.e. school systems, traffic, etc.

I believe the Senior Living Facility for the MACAA property is the culmination of 18 years of planning. Senior Living and MACAA headquarters are truly the best and highest use of this property and the City if Charlottesville . If this does not work, nothing will.

Unfortunately, if this does not work, MACAA will not be around to serve its constituents. These are the forgotten people that no one wants to talk about.

Lane Bonner
434-989-2779
Lanelbonner@gmail.com
Hasbrouck Real Estate
PO Box 5384
Charlottesville, Va 22905

From: Jackie Erskine
To: [Newmyer, Heather](#)
Cc: [Cecilia Mills](#)
Subject: MACCA plan
Date: Friday, September 29, 2017 12:50:07 PM

I am just getting informed, with everything else going on in the city! I live within 4blocks of MACCA property, and have extensive personal experience with aging in place, home health care, assisted living for my husband, and how incredibly expensive Cville is, especially on fixed retirement incomes.

PLEASE CONSIDER THIS... This town and immediate surroundings have MANY housing opportunities for high income seniors, whether in independent living or when more care needed. It is hard to make a case that we need more. What is needed is building more affordable housing for seniors, which would contribute to a more diverse and enriched living situation for all. It would be so disheartening to put up more housing for rich people.

Jackie Erskine
434-296-3143

From: Monica Davis
To: [Newmyer, Heather](#)
Subject: MACCA Proposal
Date: Friday, September 29, 2017 10:43:57 AM

Dear Heather,

I live in the neighborhood--604 Watson Ave. I'm writing in support of the MACCA-senior living project. My family feel this is a clever, well-thought out solution to a deteriorating situation. I attended the information session in July and have read the changes that are proposed. We believe the project will be an asset to the neighborhood--providing jobs and housing. We are also grateful that the issues of Park Street are being addressed.

Thank you for your hard work!

Sincerely,

Monica and Joe Davis

ps I think that our neighbors on Park Street would be interested in a sidewalk (spoke with several in the past month)

Constance Johnson
631 Davis Ave
Charlottesville, VA 22901

September 22, 2017

Ms. Heather Newmyer AICP
City Planner
City of Charlottesville Virginia
newmyerh@charlottesville.org

Project Name: Monticello Area community Agency (MACAA) Intergenerational Campus –
Planned Unit Development (PUD) Rezoning

Dear Ms. Newmyer,

This is a follow-up letter to the proposed changes and revised application for the PUD rezoning application to the MACAA property. I still cannot support the project even with the requested changes.

1. The properties in the two blocks adjoining the MACAA site are all zoned R1 or R1H
2. There are no businesses in our neighborhood. A nursing home is business.
3. There are no duplexes or town homes, only single family homes.

The revised application proposes a four story nursing home on the site which is still 20 feet taller than any other property in the neighborhood and will be seen from every vantage point with lighting.

The revised application proposes two duplexes facing Park Street and a \$75,000 contribution to the CAHF as the affordable housing element. There are no town homes in this section of our neighborhood and the CAHF contribution is pitiful. The nursing home proper I guess will still not accept Medicare patients.

The traffic issues on Park Street and adjacent streets need to be addressed regardless of proposed changes to the MACCA site. In light of any increased access this becomes even more important. Minimally, a new traffic study needs to be done to give accurate traffic count, evaluate congestion issues at the stop lights and speed on Park St. and adjacent/cut through streets. The safety of the residents, bicyclists, walkers/hikers and children attending schools in this area should be a priority.

I hope that the planning commission and city council **will not approve the PUD**. There must be other options.

I personally would like the city to buy at least all of the original MACCA property.

- Put it into the city park system, thus replacing the erosion of McIntyre Park over the years or
- Put some back into the park system and divide the rest into smaller lots for R1 zoned housing to include affordable housing.

Thank you for your continued work on this project and for including in your report.

From: Philip Schrodt
To: [Newmyer, Heather](#)
Subject: REVISED Comment on MACAA Planned Unit Development (PUD) Rezoning Request
Date: Thursday, September 28, 2017 9:58:17 AM

[My earlier letter incorrectly attributed the mocking of "aging in place" to the representative of New Millennium; in fact it was -- ever so helpfully -- someone associated with MACAA. Please replace the earlier letter with the one below: thanks.]

As a homeowner living about 600 yards from the proposed development, as well as commuting on foot or motor-scooter on Park St. past the property a daily basis, I am writing in opposition to the proposed PUD on the grounds that it is incompatible with the residential character of the neighborhood, likely to decrease the property values of those who have chosen to "age in place", and will likely result in a permanent very large commercial enterprise in the area.

The neighborhood surrounding the proposed PUD is stable, mature, multi-ethnic and multi-generational, and contains some of the most varied housing stock, in size and price, within easy pedestrian access to the downtown (During the colder months, I walk every business day to my office near High and Park, and I'm on Medicare: downtown is pedestrian accessible from this neighborhood). The PUD proposes to drop into this area a massive 4-story structure with 141 units housing some 200 ever-changing temporary residents and some unknown number of support staff, surrounding this with outdoor parking brightly illuminated around the clock, and with a constant flow of resident, visitor, staff, commercial, and emergency vehicles. The construction process alone has been projected to last for two years, and as numerous people have pointed out, the analysis of the effects of this development on the already problematic traffic patterns on Park St. used flawed data which have never been adequately explained.

The proposal emphasizes the importance of encouraging an "inter-generational" environment but this neighborhood is *already* strongly inter-generational, but has done this through individual investments and initiatives. It is an excellent example of the "aging in place" which is actively promoted by both the city and the Commonwealth: Three of my nearest neighbors are in their 80s, "aging in place", and haven't the slightest interest in moving into the type of facility proposed in the PUD.

Not, of course, that they could afford it: New Millennium is proposing a high-end facility totally out of the financial reach of almost everyone currently living in the area, and New Millennium wishes to do this by diminishing the property values and quality-of-life of the existing real estate, making it even less likely anyone local could afford to reside in the facility. People in the neighborhood have invested in their homes on the assumption that it would remain residential and attractive, not suddenly hosting a massive commercial development completely out of character with the existing area.

This Saturday (September 30), Charlottesville is hosting an all-day event on the future of driverless vehicles in our city. Charlottesville has made it clear that it plans to be on the leading edge of these developments (and one of the major technological innovators is now located in Crozet), and it has been estimated that automated vehicles for personal transportation and deliveries are likely to double the amount of time people who are aging can remain in their homes, and possibly reduce the demand for 1970's-style residential retirement developments such as that proposed in the PUD by as much as two-thirds. The New Millennium project may be viable in the short term, but with these predictable changes in technology I very much doubt it will be so for very long.

And then? Abandon the building to become a second Landmark Hotel? Unlikely. Instead, sooner rather than later -- in fact based on recent experiences with changing plans in other PUDs in Charlottesville, maybe before the ink is even dry on the approval of the rezoning -- the facility will be closed and reopened as either a hotel or office building. All of the promises of an "inter-generational campus" will be out the window in the name of New Millennium's fiduciary duty to its out-of-town owners, traffic issues on Park Street will further deteriorate due to the constant movement of vehicles at the opening and close of business hours, but yes, we'll still have those 24/7 garishly lit parking areas blighting our nighttime skies.

The alternative is simply to allow development under the existing R1 zoning, which will maintain the residential character of the neighborhood. MACAA has every right under that zoning to sell the property, and my understanding is that there are numerous local developers who have been dissuaded by the political power of New Millennium's owners from making proposals, but will happily do so once this PUD issue has been resolved. MACAA still gets a very large sum of money and the city gets increased tax revenues but the residential character, and the property values, of the neighborhood remain intact, and the area is occupied by families with a long-term interest in the community. Zoning is meant to protect the existing investments of homeowners, not to provide windfall profits to powerful corporations: for a change, let's have the city authorities do something that will protect the ordinary citizens, not just benefit the wealthy and well-connected at the expense

of those citizens.

=====
Philip A. Schrodt
Parus Analytics LLC
Charlottesville, VA 22901
Phone: +1-785-550-3553

Home page: philipschrodt.org
Parus Analytics: parusanalytics.com
Event Data Project: eventdata.parusanalytics.com
Blog: asecondmouse.org

=====

From: Cecilia Mills
To: [Newmyer, Heather](#)
Subject: PUD for MACAA property
Date: Thursday, September 28, 2017 10:33:17 AM

Planning Commission MACAA PUD request

The proposed planned unit development by New Millennium Senior Living is a request for a custom rezoning to eliminate the potential of single family homes and replace it with what is essentially a zoning for business.

Cities can grow organically and this development is not an organic addition to the inner core of Charlottesville. Zoning is used to protect the beauty and quality of a neighborhood. I appreciate the needs of MACAA, but must separate them from this project.

The developer has listened to input from the neighbors, and they have offered to reduce the size of the development by 6.66% to 141 units and remove one story from the building that will still top the height of the tallest tree. The computer generated projected view minimizes the impact, but the reality of plopping down a 4-story retirement village into a residential neighborhood will begin the demise of this neighborhood. The Locust Grove Neighborhood may not officially be a gateway entrance to downtown, but in reality it IS!

Smaller developments, like Martha Jefferson House blend into a neighborhood, while providing access to services, like a public library next door! If this building were two or three stories, it would be less intrusive. This plan is too generic (pages 27-29 shows units that are from a development in Texas called Westworth Village by Covenant Group).

NMSLC did add in 4 units as "affordable housing", to be used as the Sales Office. With so many units to fill, what guarantee do we have that sales office won't be perpetually in existence?

We need housing that is a truly innovative with a mix of types and prices, not one building with different types of units inside.

This is a project that is designed to accommodate those who can afford to pay \$3,000, \$5000 and \$15,000/month, while paying employees \$13, \$20 and \$25/hour. This equation will lead to more income inequality for the workers.

It seems ironic that a project that will generate so much property tax for the city, would create these wages. If they want this proposal to pass, they could make a proffer of higher paying jobs.

I fully understand the reality of the aging population and the cost of "healthcare" for the aging and dying. I volunteer with hospice and work with elders on a regular basis. Residents are spending money on construction projects to adapt their own houses for aging in place. I have asked my neighborhood and friends in the North Downtown Neighborhood what they think of this development and many are unaware that it is under consideration. When told the cost of these facilities, they are unilaterally aghast at the prices and at the lack of availability for Medicaid exceptions.

This facility will rely on bringing in an additional 200 people, which will increase the traffic by approximately 400 trips per day--TOO many for this small neighborhood. No thought has been given to bicyclists that use Park St. to commute, to ride to and from downtown or to and from the McIntire Plaza area.

Traffic patterns are unpredictable, but school schedules are not. The increase in traffic and the "law of unintended consequence" will have drivers cutting over on North or Watson to access Locust Avenue for quicker access in and out of the area. The traffic is already increasing and the housing developments that are just north of the county line are causing rapid growth without the infrastructure.

The Traffic Impact Analysis supplied has inaccuracies and was not modified to compare the correct "by right" number of houses to the proposed development. Many people do not work 9-5 anymore and adding traffic throughout the day will make congestion unavoidable.

I understand that change is inevitable, but the Planning Commission and the City Council are in the role to decide what that change LOOKS like, and I ask that you deny the developer the permission to change the Locust Grove neighborhood in this way. This is not the right solution for Charlottesville. Roanoke rejected a very similar project for 180 units.

Cecilia Mills
703 Wilder Dr.
Charlottesville, VA

**CITY OF CHARLOTTESVILLE, VIRGINIA
CITY COUNCIL AGENDA**



Agenda Date:	November 20, 2017
Action Required:	Council Direction
Presenter:	Mike Murphy, Assistant City Manager
Staff Contacts:	Kaki Dimock, Director of Human Services Sue Moffett, Assistant Director Social Services
Title:	Incarceration diversion opportunities for low risk offenders

Background:

During calendar years 2014 and 2015 636 low risk inmates were booked on Charlottesville charges and held longer than 24 hours at the Albemarle Charlottesville Regional Jail (ACRJ). The cost to incarcerate low risk misdemeanor inmates during 2014-2015 (most recent available) was \$802,662 for the City of Charlottesville. One in four low-risk inmates booked and held in 2014-2015 spent more than 30 days incarcerated. Connections to family and friends, employment, and housing are essential for successful community reentry. However, these connections are often disrupted when low risk offenders are incarcerated. Additionally, national research suggests that each day a low-risk inmate is incarcerated serves to raise his/her recidivism risk potential.

Discussion:

City staff worked with the Superintendent of ACRJ, OAR-Jefferson Area Community Corrections, and the Criminal Justice Planner to analyze available data on inmates from the City of Charlottesville. We looked at information from criminogenic risk assessments, type of crime, and length of incarceration. The work of the Evidenced Based Decision-Making Policy (EBDM) Team for community reentry services was also considered. The Criminal Justice Planner provided the data and represented the EBDM Team.

The group identified a target population of low risk offenders that are incarcerated at ACRJ, and reviewed options for increasing community safety through effective diversion programming, including a day work program and community case management. The data review also indicates a significant cost savings will be realized by reducing incarceration days for targeted low-risk offenders.

Target population: Low risk offenders sentenced to an active period of incarceration in Charlottesville General District Court. This would include misdemeanor probation violations, misdemeanor charges, and felony charges reduced to misdemeanors with an active sentence. Sentences for Driving Under the Influence are excluded.

Screening criteria to be eligible for Diversion: Request by offender and/or defense counsel, and approval by Commonwealth Attorney Judge and Albemarle Charlottesville Regional Jail

(ACRJ) Superintendent. For those who are not in custody at time of sentencing: delayed report with special condition to submit to suitability assessment by ACRJ staff. If enrollment in the Diversion Program is approved, the order is self-executing, and the offender satisfies the court sentence by performing 8 hours of work for each active day in jail imposed. For those who are in custody at time of sentencing: Special condition of sentence to submit to suitability assessment by ACRJ staff. If ACRJ approves, order is self-executing, and offender satisfies remaining sentence by performing 8 hours of work for each active day in jail imposed. ACRJ staff will manage the diversion programming and monitor participants. Eligible and enrolled offenders will report to the ACRJ staff daily and be assigned to work sites identified and monitored by ACRJ staff. Partnership opportunities with certain City government departments (such as Public Works) will also be explored. Community case management focused on long-term personal, financial, and housing stability will be provided by OAR-Jefferson Area Community Corrections. Staff will collect data on enrollment and recidivism and report back to Council in six months. We estimate that this approach will keep approximately 150 people from jail stays in a year.

The City would save about an additional \$115,000 if this strategy lowered the average daily population at the jail below 420. An additional benefit of this strategy is avoidance of capital costs related to potential jail expansion. If we consider the next five years of jail utilization, and entry patterns stayed the same with the City of Charlottesville, Albemarle County and Nelson County, the shift in local share the City of Charlottesville would pay could amount to an additional \$2 million in savings.

Alignment with Council Vision Areas and Strategic Plan:

Incarceration diversion opportunities for low risk offenders aligns with the City Council Vision to be a leader in innovation, environmental sustainability, and social and economic justice, and health race relations; and flexible and progressive in anticipating responding to the needs of our citizens. The proposal is also supported by Goal 1: An inclusive community of self-sufficient residents; Goal 2: A healthy and safe city; and Goal 5: a Well-managed and responsive organization.

Community Engagement:

City Staff work directly with criminal-justice involved citizens and community criminal justice service provider agencies to identify unmet needs, improve access to programs and services, and develop resources to support self- sufficiency and improve community safety.

Budgetary Impact:

ACRJ staff will be responsible for daily monitoring of offenders and program operation. Total estimated cost for this additional position is \$54,000. OAR-JACC will provide community case management. Total estimated cost for this additional position is \$45,000. Total estimated program cost is \$99,000. Council has approximately \$285,000 in Strategic Initiative funding.

Recommendation:

Staff recommends approval and transfer of the necessary funds from the Council Strategic Initiatives fund. An alternative is to grant funding on December 4 when year-end is considered.

Alternatives: If the proposal is not improved, low risk offenders will continue to be incarcerated.